



MEMO

May 5, 1999

Nevyas Eye Associates
Bala Cynwyd, Pa. 19004

Dear Dr. Sterling:

Thank you for allowing us at Mojo Interactive the opportunity to present to you the following proposal, to work with you in the redesign of your website, www.nevyas.com. I will lay out to you the all-inclusive package as you requested and notate any changes or amendments. Your site will include:

- *Graphical design & navigational layout
- *Project profiler & site checklist
- *Secure preview/project site to monitor
- *Domain name registration
- *Server set-up
- *Three months hosting
- *Unlimited e-mail forwarding
- *Link to existing e-mail address

This proposal will include up to 15 pages of content with 15 scanned images, which we call our "Advanced Cyber Package". With this package, any additional pages we would need to design would be at \$60.00 per page. We will submit your site to the top 400 quarterly search engines and furnish you with 3 months of Log Reports. I will extend the hosting for an additional 12 months for \$360.00 and the log report for \$10.00 per month, \$120.00 per year. Normal host rates run from \$45-60.00 per month.

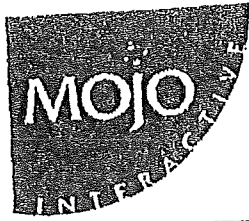
I will refer to the paperwork that you faxed to me at this point to complete this proposal for you. Bullet point 1, included. Point 2 included. Point 3: on-line video will be \$100.00 per actual live minutes one time charge and \$100.00 per minute for point 8. It will also add an additional hosting fee of \$25.00 per month. Point 4, e-mail, included. Point 7, banners we can create for \$200.00 per tile. Points 5 & 6: As I mentioned, the zip code search would work similar to the search we have on LocateADoc.com. These costs will include \$350.00 to program the search, \$1,000.00 for the database creation and \$250.00 programming if you supply us with the database. If we have to input the information it would be billed at an hourly rate.

The cost to complete this project for you as detailed above, excluding Bullet points 3,5,6,7 and 8 will be \$2,515.00. With the additional hosting and log reports, the total cost would be \$2,995.00, with an estimated completion time of four to six weeks. MOJO INTERACTIVE requires a 50% deposit (\$1,497.50) to begin your redesign. An additional 25% is due at the time you have agreed to all modifications, with the remaining 25% due at the time that your web site goes live.

I thank you again for allowing us at MOJO INTERACTIVE, to make this proposal to you. I look forward to working with you to redesign the Nevyas Eye web site. Please call toll free if you have any questions to 1-877-665-6798 x-102.

Sincerely,

Blaine A. Roseberry
Director, Sales & Marketing



AGREEMENT

MOJO INTERACTIVE

INTERNET BANNER ADVERTISING AGREEMENT

This Agreement is made and entered into this 23RD day of APRIL, 1999 between Mojo Interactive Corporation ("Mojo"), having its principal place of business at 7255 Estapona Circle, Fern Park, Florida 32730.

and NEVYAS EYE ASSOCIATES ("Advertiser"), whose address is 2 BALA PLAZA BALA CYNWYD, PA 19004.

Whereas, Mojo provides on its Internet Web site, <http://www.locateadoc.com>, a section which provides a listing of doctors on a state-by-state basis ("Locate A Doctor"). Mojo also maintains and operates a portion of the www.locateadoc.com site which provides medical related information for patients.

Whereas, Mojo agrees to lease space on its Locate A Doctor section of its Internet Web site to Advertiser for it to advertise its practices services or expertise.

Whereas, Advertiser desires to lease space on Mojo's Internet Web site during the term of this Agreement and Mojo is willing to publish and display this advertisement upon the terms and conditions provided in this Agreement.

Now, therefore, the parties mutually agree as follows:

1. This Agreement shall commence on the date of execution and shall continue for a period of 1 YEAR (the "Initial Term"). The Advertiser shall have the option to renew this Agreement on a month-to-month basis or on such other terms as agreed to by the Advertiser and Mojo after the expiration of the Initial term of the Agreement, provided that the Advertiser is not and has not been in default. The Advertiser shall be deemed to have automatically elected to renew this Agreement on a month-to-month basis after the Initial Term unless the Advertiser provides written notice to Mojo not less than fifteen (15) days prior to the expiration of the Initial Term of this Agreement of its intention not to exercise the renewal option. The Advertisers may cancel this Agreement at any time during the renewal option period upon fifteen (15) days prior written notice to Mojo.
2. Advertiser agrees to lease space on Mojo's Web site page for 12 number of advertisements at a price of \$2,500⁰⁰ per advertisement.
3. Advertiser is entitled to publish and display an advertisement regarding its services or expertise on the Locate A Doctor section of Mojo's Internet Web site. The advertisement will be approximately 1 1/2" BY 1 1/4" (120w X 90h pixels, less than 12 Kbytes). Position of the advertisement is solely within the discretion of Mojo.
4. Advertiser is also entitled to display a hyper-link to its Web site or an e-mail address in its advertisement (please specify WEB SITE).
5. Advertiser may not resell, assign or transfer any of its rights hereunder, and any attempt to resell, assign or transfer such rights shall result in immediate termination of this Agreement, without liability to Mojo.

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- 6. In the event that Mojo fails to publish or display an advertisement in accordance with this Agreement (or in the event of any failure, technical or otherwise), the sole liability of Mojo to the Advertiser shall be limited to either a refund of the advertising fee or placement of the advertisement at a later time in a comparable position. In no event shall Mojo be responsible for any consequential, special, lost profits, or other damages arising from the failure to timely publish any advertisement in accordance with this Agreement.
- 7. Advertiser warrants that it has the right to publish the contents of the advertisement, and that the advertisement does not violate any parties intellectual property rights or proprietary rights. In consideration of such publication, Advertiser agrees to indemnify and hold Mojo harmless against any and all expenses and losses of any kind (including reasonable attorneys fees) incurred to Mojo in connection with any claim arising out of the publication of the advertisement (including without limitation, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, false or deceptive advertising or sales practices) and/or any material of Advertiser to which users can link through the advertisements.
- 8. Mojo reserves the right to reject or cancel any advertisement at any time.
- 9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, may only be amended by written agreement, and constitutes the complete understanding between the parties
- 10. During the Initial Term, the Advertiser may cancel this Agreement, but the Advertiser shall be responsible for the full payment of the fee set forth in paragraph 2. After the expiration of the Initial Term, and during the exercise of any renewal option, the Advertiser may cancel this Agreement at any time upon fifteen (15) days prior written notice to Mojo, and the Advertiser shall be responsible for the payment of Mojo's fees through the date of termination.

Advertiser _____ Title: _____
 Mojo Interactive

X- _____

Title: _____ Title: _____

Ad Copy
 Text: WEB SITE (Newyas@aol.com) WILL BE LINK.
NEVYAS EYE ASSOCIATES WILL RECEIVE 1 TILE BANNER AD
IN PHILADELPHIA, PA ZONE 4 1 TILE BANNER AD IN SOUTH NEW JERSEY
ZONE. NEVYAS EYE WILL RECEIVE MAP LINK, WEB LINK, PHOTO, 25 WORD
PRACTICE DESCRIPTION & HIGHLIGHT LISTING ON BASIC LISTINGS IN
SAID ZONES.



7255 ESTAPONA CIRCLE, SUITE 202 FERN PARK, FLORIDA 32750 PH: 407.830.9857 FAX: 407.830.9817

Tile/ Banner Payment Information

Doctor: NEVYAS EYE ASSOCIATES

X Form of Payment (circle one): CHECK VISA MC DISC

X Card Number: _____

X Expiration Date: _____ Amount: \$ 2,500⁰⁰

X Signature: _____ Date: _____

Banner Advertisement: 1 TILE BANNER IN PHILADELPHIA, PA. Zone # 1 TILE BANNER

Enhanced Listing: BOLD LISTING, WEB LINK, MARLINE, PHOTO, 28 word DESCRIPTION AD IN South NEP FENSEL ZONE.

Total Cost: \$ 2,500⁰⁰

Address: 2 BALA PLAZA

City, State, Zip: BALA CYNWYD, PA. 19004

Phone: 610-668-2935

Fax: 610-668-1509

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INTERACTIVE

FAX

To: DR. RICHARD STERLING Fax: 610-668-1509

From: BLAINE A. ROSEBERRY Date: 4-23-99

Re: LOCATEADOC.COM Pages: 04

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Comments:

Dear Dr. Sterling: Please find faxed to you the Banner Ad Agreement and Payment Information Page. Please review, complete, sign and fax back to me as soon as possible so that I may lock in these zones for you. As we discussed, if you would like to go to the Allentown zone and or Delaware zone, I will also honor the price of \$1150.00 per tile per zone. We are also a leader in the industry in web site design/redesign and recently completed the 200+ page web site for The Lasik Institute. I would be more than happy to work with you on any redesign or hosting options that you might consider down the road for your practice. Please call if you have any questions, toll free 1-877-665-6798 x-102. I look forward to your fax so that we get your banners up and flying.

Sincerely,

Blaine A. Roseberry
 Director, Sales & Marketing



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Locate-A-Doc

4-23-99

Dear HJN:

I wanted to fill you in regarding the web site and working with Locate-A-Doc. I've enclosed the information that we need to secure a site and I told Mr. Roseberry to hold Phila. and S. Jersey for banner ads committing NEA to \$2500/yr. He told me to fill out the enclosed forms and give him a credit card number to hold this package. I haven't filled in the credit card number until I received your OK, if you agree it is a good idea please give him your credit card number and fax it to him.

He states that they started in Dec. 1998 and they have 8600 users in 12 different specialties and last month they received 165,000 "hits". In each of their markets they have available 8 banner (also called tiles) ads. In PA they have 6 different regions. I felt that you would definitely want their Phila. region and in NJ their S. Jersey region. The other regions you might be interested in would be central PA and Allentown (Reading, Quakertown etc.) as well as Delaware. To give you an example Barry Concool, MD has contracted with Mojo for Phila., South and North Jersey, Delaware, New York and Fla.?? Mr. Roseberry said that he would like us to commit today because he's got Schie Eye Institute and Irv Raybar on the edge of signing and taking the rest of the banner ad possibilities. He's got 3 tile ads in Phila. left and openings in NJ and DE. His fees for these ads per region are \$1250/yr/region plus a \$100/yr design fee. He will give us the two regions for \$2500. I got the feeling if you wanted more regions he would sweeten the deal.

In addition to the above I contacted US Eye Care Providers, LLC group to inquire about their meeting and "concept" (I've enclosed in this fax the invitation letter). I think I told you I spoke with Dr. Sikorski when we were in Puerto Rico. Because of their marketing and claims and infrastructure dev't I think it might be worth the trip to Chicago for the 24 hours. As we progress and get some contracts and the claims come in we might find ourselves in need of such a computer system, as well as their MSO services, that they have committed 6 million dollars to. I called Atlas travel and I could make the trip (I didn't know if you were interested in going) for about \$400 (\$293 for airfare and \$69 for the room).

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FAX

To: MS. NEVYAS Fax: 610-668-1509

From: BLAINE A. ROSEBERRY Date: 3-19-99

Re: LOCATEADOC.COM Pages: 05

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Comments:

Dear Dr. Nevyas: Please find faxed to you a summation and proposal based on our conversation this morning. I have also faxed to you the Banner Ad enhancement options for your review as well as our web site packages. As I mentioned, we are also a leader in the industry in web site design/redesign and recently were awarded the 200+ page web site for The Lasik Institute. Please call if you have any questions, toll free at 1-877-665-6798 x-102. I look forward to speaking again soon.

Sincerely,

Blaine A. Roseberry
 Director, Sales & Marketing



877-665-6798 XT102

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TO: _____
 FROM: Blaine Roseberry, Director of Sales and Marketing
 FAX: MOJO INTERACTIVE 1-407-830-9917

FAX



INTERACTIVE'S

Locate  Doc.com

Have a **banner** year and **link** to America's largest **online** patient referral service. Be on top of each page in your specialty, in every city in your state to reach the fastest growing patient base.

<p>South Florida Eye Center Robert Lucas, MD Over 18 years experience in refractive surgery 305-555-1428</p>	<p>Williams Eye Group 407-555-5782 www.70204.com</p>	<p>ClearView Eye Center Dr. Mark W. Adams Dr. David Blumenthal All State - Superior - Best Value 620-555-8289 x202</p>	<p>No-Sign Vision Centers Locations throughout Texas and Oklahoma 1 (888) 555-2020 (Click Here)</p>
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Banner ad specials as low as \$85 per month

Animation and specialty designs available!

Ask about our cost-effective options below to highlight your **FREE** listing:

- Add color/boldness to your listing: \$10/month
- 25 word practice description: \$30/month
- Add your practice's logo: \$30/month
- Add your photograph: \$30/month

LINKS:

 info	 map	 web site	 contact	 procedures performed
\$25/mo	\$35/mo	\$50/mo	\$10/mo	FREE

Can we create or redesign your existing web site?

Call Toll Free: 1-877-MOJOSYT (1-877-665-6798) EXT 102 OR 103, EMAIL: sales@locateadoc.com
 to build your special ad package, to ensure your stay at the top.

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MEMO

March 19, 1999

Nevyas Eye Associates
Attn: Dr. Nevyas
2 Bala Plaza
Bala Cynwyd, Pa. 19004

Dear Dr. Nevyas:

Thank you for speaking with me today regarding how we at MOJO INTERACTIVE will be able to help you promote your practice on the World Wide Web.

At the present time, we have over 113,000 physicians in eleven different specialties on our web site, LocateADoc.com. The doctors may be located by patients through state and city searches. We are currently averaging over 4200 prospective patients a day, projecting to some 130,000 potential patients this month. We are excited with this growth and would appreciate the opportunity to have you as the leader in our market in the state of Pennsylvania.

As an incentive for being one of our initial physicians, I would like to make you the following offer. I will upgrade each of your basic listings with your photo, practice description, web site link, map link and highlight your name. This is a value of \$155.00 per month per listing that I am offering to you special, for a one payment, one-year agreement of \$500.00 per listing. As I mentioned, I do have at this time, 2 tile ads available for the states of NJ, Del., MD. and NY. I can place tile/banner ads, state wide in those states for a one year agreement, one time payment of \$1120.00 per tile. This ad will have a direct link to your web site. As we discussed, we are a leader in the industry of web site design/redesign for laser vision surgeons. We can update your web-site as you see fit and have hosting contracts available at discounted rates. If you interested in seeing some of the work we have done on sites, please visit our parent company site, www.mojointeractive.com and you will see under "clients" some of the samples of sites we have done. Let me know about this and I will arrange a conference call to discuss your thoughts.

As I mentioned, if you have the opportunity, please go to our site, LocateADoc.com and see for yourself how easy and user friendly that the site is. Also take a look at the video that was produced regarding laser vision surgery. This feature has drawn additional traffic for the Laser Vision Specialists.

Again, I thank you for your time and hope that you will find that we will be a valuable asset to you and your practice. If you have any questions, please feel free to contact me toll free at 1-877-665-6798 x102. I will follow up with you the middle of next week if I don't hear from you before.

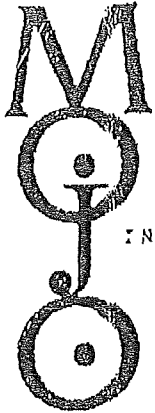
Sincerely,

A handwritten signature in black ink, appearing to read 'Blaine A. Roseberry'.

Blaine A. Roseberry
Director, Sales & Marketing

MOJO
INTERACTIVE

000044



FAX

To: Dr. Sterling Fax: 610.668.1509
From: Lee Turner Date: 01.20.00
Re: Exhibit C Pages: 2
CC:

Urgent For Review Please Comment Please Reply Please Recycle

Comments:

Hi Dr. Sterling. Attached is Exhibit C. If you could just make a note to change the color on the headers, sign it, and then fax it back, we can get rolling. Let me know if there are any questions. Thanks and have a great afternoon! Lee



000045

Meeting with Richard Sterling - Notes about the Web Site

General

The navigation bar needs to be much bigger. It is not even apparent that they are navigation items.

The telephone number on there needs to be 1-800-9-LASER6.

You need to look at Dr. Siepser's web site which is www.Siepservision, especially around the way that photographs and graphics are used to highlight and breakup the text, which is much nicer than the straight text that we have.

On every page except the Home Page, the link to the Home Page which is the Nevyas Eye Associates logo needs to have a little word under it that says return to Home or Home or something.

On every page except the Home Page, we need subtitles on the information and we need the List of Links to open up at that subjects link. In other words, you will have the list and the place where you are will have the subtitles of that link also listed as links so that you can go to different places on the page to get the sub-information you need.

There needs to be entire sections added that are going to include Intacs, a section on RC, a section on Refractive Lensectomy, a section on presbyopia treatment.

General Note - All the pages need more photos and graphics. There could be photos of happy patients. Any good photos could be links. You could put a photo of our surgery center and there could be a link to some surgery center information, and things like that.

Your First Step: A Thorough Evaluation

There needs to be a main item on the navigation bar that says Your First Step or Schedule for Free Evaluation, and it has to be separate from being under from what is now called Procedures and Services.

At the bottom of "Your First Step: A Thorough Evaluation" there has to be another link to the Contact Us page and also the telephone number needs to be changed. Perhaps a link to the web site that explains nearsightedness, farsightedness and astigmatism. I don't think we need to write that again, but we should be able to link to one of them somewhere

When we talk about the first step, we need to tell them all the tests we are going to do, how complete the evaluation is, (? and that they will be dilated and that they need to leave a certain amount of time for this complete evaluation and that they will need to be out of contact lenses for 72 hours for soft contact lenses and three weeks for rigid contact lenses before proper evaluation can be done?)

The photos which are of good quality need to be more inviting. They need to invite a person to call, so we need things that look like real people doing things rather than a bunch of professionals. Underneath it should say: Refractive surgery frees you to pursue your lifestyle without glasses or contact lenses.

Going back to the initial navigation bar, there should be perhaps two links. One that says Laser Vision Correction and one that says Other Procedures. That should be on the main listing of Links.

Patient Contact Page

Instead of it saying Patient Contact Page, it needs to say Contact Us. Instead of Procedures and Services, it needs to say more about refractive surgery.

First of all, rename that page Contact Us and then instead of Information Request Form, have it say Tell Us About Yourself.

Again, on that Patient Contact Page, we need to change the telephone number. There should be a thing above the Request Form that says To Help Us Best Answer Your Question, Please Tell Us A Little About Yourself.

On the Information Form, not does the patient wear glasses, contact lenses, it should just say, Do You Wear. It shouldn't say is the patient. It should say Are You.

Again at the bottom of that page, the banner needs a correct phone number.

The Delaware Valley Laser Surgery Institute

The Delaware Valley Laser Surgery Institute page which now says the Laser Surgery Institute, needs to have a picture of the surgery center when you go to it. Also, another photo of patients and nurses inside our lovely surgery center

Physician Bio's

The order up top about doctor biographies needs to be changed. It should be Dr. Anita Nevyas-Wallace then Dr. Herbert Nevyas, then Dr. Joann Yaskin Nevyas, then Dr. Ira B. Wallace, then Dr. Edward Deglin, then Dr. Mitchell Stein, then Dr. Joseph Ortiz, then Dr. Richard Sterling. It needs to be in that particular order.

About Our Practice

About Our Practice page needs to be expanded. We need information on the surgical center. We need information on the other things we do. We need cataract surgery, cosmetic surgery, oculoplastic surgery, glaucoma treatment, retinal surgery, motility and pediatric. All of those things need a paragraph and all of those things should be subtitles that come up on the navigation bar that is on the left side of the page. So immediately when you go to the About Our Practice page the navigation bar should be expanded on the About Our Practice subject heading and it should say Experience You Can Trust, Other Services, Delaware Valley Laser Surgery Institute, Our Surgical Center. All of that needs to be added.

Patient Testimonials

We should immediately transcribe the video tape testimonials that are currently on our video tape and place them on the Web site. The video tape I believe is in Kristin's office or else call ANW with the meeting and she will tell how to get a copy of it and I need you to that this week.

Links

We need a subject heading on the navigation page that simply says Links, to give us all the links as a list.

A note to MOJO, they should contact Intacs to get information that can be placed on the Web site as well as setting up a link to the Intacs Web site. We should have a list of links and it should have a link to the Intacs Web site, a link to the ISRS Web site, the LASIK Institute Web site, and we will grow this list

Procedures and Services

Under Procedures and Services we missed the Laser Eye Surgery Institute. That should actually be in About Our Practice section and it needs to say Delaware Valley Laser Surgery Institute.

There should be a section under Laser Refractive Surgery that talks about surgery for farsightedness and with that should be a short paragraph and a link to the Sunrise site.

The page under Laser Vision Correction that has the Frequently Asked Questions. We need a page that has Questions You Should Ask Any Doctor When Having Laser Vision Correction.

Map and Directions

It is not acceptable to have a map that we go to just the Map Quest site. We either need to enter a map quest query so that they get directly to our site or else we need to copy a map of the area and show ourselves on the map and then after the map give a link to Map Quest for more information. Possibly pictures of each office next to the office address, but certainly a small graphic of the map or we could use the office picture as a link to the map. We need a graphic that shows the map and more and grabs the eye. The link is too small and you are going to miss it.

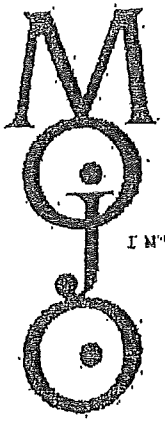
On the Map and Directions page, there should be a small graphic representing the map along with the link to the map because it is not easy to find the link to the map quickly when you look at that page.

Notes for IBW and RHS

All of the doctor biographies need to be edited to be cleaner and up-to-date. The picture of Dr. Ira Wallace on the Web site needs to be changed. On Dr. Ortiz's page it says to go on to procedures and services. It should say Laser Vision Correction.

Contact Candace and ask her to get some people for testimonials, possibly one of the Parkers who had surgery, possibly any of the ODs who have had surgery, possibly Tammy, Dr. Pasad. Definitely transcribe Glen Macnow from the video. We want to see if we can put a video clip from our MDTV show onto the web site and also we need to have people be able to request a video on the Patient Request Form.

Note to IBW - other web sites to try are Woodums, Mann-Berkley or maybe Berkely-Mann, Wendell Wong, Ralph Barnett Delaney, Dick Lindstrom's site.



APPROVAL

Exhibit C Approval of Design Direction / Site Design

Project Site Address: Neufas

- Okay to proceed as is. / As per our discussions today
- Proceed with changes as noted (no new proof necessary)
- Make changes as noted (show new proof)

Please change colors of header as discussed

IN WITNESS WHEREOF,

BY: *Richard Steffens*
 NAME: Richard Steffens, OD
 TITLE: Interprofessional Relations

1-20-00
 Date



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ACCOUNT INFO

INTERACTIVE

DATE: 7-27-99

8-10-99

Client Contract: Nevyas Project Site

Fax Number: (610)668-1509

Registered Domain Name: www.nevyas.com

Project Site Address: www.mojointeractive.com/nevyas.com/
projectsite/

Username: nevyas

Password: Surgery

NOTES:

Please contact me if you have any questions.
We have begun design.
Thanks - Christina ☺



ACCOUNT INFO

INTERACTIVE

DATE: 7-29-99

Client Contract: Nevyas Eye Associates

Fax Number: (610) 668-1509

Registered Domain Name: Nevyas.com

Project Site Address: www.mojointeractive.com/nevyas.com/
projectsite

Username: nevyas

Nevyas

Password: surgery

NOTES:

Please call me with any questions.

Christina

Also,

Please send us 5 to 10 search words that you would like to be linked to. These words you can tell friends, family, and colleagues and they will be able to find your site without knowing or remembering the address.

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)
- 9)
- 10)

Doctor: DR. NEVYAS Practice: _____

Materials Checklist

This checklist is designed to help you put together all of the material we will need to design and create your web site. The following is a list of items that should be included in the materials you are sending us:

- Camera ready copy of your logo
- Photographs of doctors, office, staff, testimonial clients, etc. (*Originals will be returned to you. Please write the doctor's name on the back of each picture.*)
- General information and history about your practice.
- Doctor Biographies and/or Curriculum Vitae.
- Information about the procedures and services your practice performs (*video of procedures can be added for an additional fee*).
- Camera ready map to your office(s).
- Written directions on how to find your office from popular locations.
- All existing marketing materials expressing your practice's look and feel.
- Patient testimonials.
- Outcomes statistics and graphs.
- Questions and answers to commonly asked questions by patients.
- Patient education materials and graphics. Please do not send any copyrighted material.
- Completed contracts and paperwork.
- Email address for web site links and online contact form.

(NOTE: Please send us all of the above information via mail. Text materials can be sent in disk format or by electronic mail.)



9255 ESTAPONA CIRCLE, SUITE 202 | PERM PARK, FLORIDA 33730 | PH: 407.330.9937 | FAX: 407.830.9917

www.mojointeractive.com | www.locatedoc.com

000054

Doctor: DR. NEVYAS Practice: _____

Project Profiler

The Project Profiler will give Mojo Interactive a general idea of the look, feel, and layout you would like to have on your web site. This will aid us in the design of the site. Please check all the boxes that apply.

Site Feel

- I would like a mainly informative site.
- I would like a site that reinforces my practice's marketing/branding image.
- I would like a site that is a balance of the above two options.

Site Look

- I have a specific or general idea of how I'd like the site to look. Please see my description below: _____

- I would like the site to look similar to my company's marketing materials (I have sent or will send you a copy of my company's marketing materials as a guide).
- I am leaving it up to Mojo Interactive to develop the look of the site
- I would like my company colors to be the main colors on the site. These color(s) are: _____

Site Sections

Choose the 4 to 6 sections you would prefer be used to organize your web site:

- Welcome
- About Our Practice
- Doctor Biographies
- Procedures/Services
- General Information
- Testimonials
- Map/Directions
- Patient Contact Page
- Outcomes
- Other Section(s) _____



Doctor: DR. Nevyas Practice: _____

Materials Checklist

This checklist is designed to help you put together all of the material we will need to design and create your web site. The following is a list of items that should be included in the materials you are sending us:

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- Information about the procedures and services your practice performs (*video of procedures can be added for an additional fee*).
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- Written directions on how to find your office from popular locations.
- All existing marketing materials expressing your practice's look and feel.
- Patient testimonials.
- Outcomes statistics and graphs.
- Questions and answers to commonly asked questions by patients.
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(NOTE: Please send us all of the above information via mail. Text materials can be sent in disk format or by electronic mail.)



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www.mojointeractive.com | www.locateadoc.com

6/6/00

IBW:

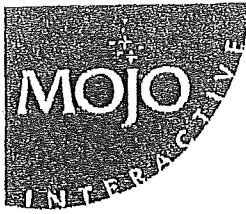
I spoke with Lee Turner from Mojo today and he said that the only expense we'll run into is color or design change not necessarily the following changes we determined in the meeting we had a few weeks ago. I thought I'd list for you the changes I've marked down and I'll fax those to Turner so he might value the charges. Please edit and give me your additons so that I might get them working on this ASAP.

- Change pictures on home page
- Change phone number to 1-800-9LASER-6
- One of the tag lines should read "Refractive Surgery liberates you from you CL's and or glasses
- Links should be bigger
- Must have a direct e-mail link back to NEA on every page "Contact us" instead of Contact
- Put Home link label on each page
- More about refractive surgery under procedures and services
- More graphics
- More pictures
- Add videos of surgery??
- Links to testimonials (while we're at it we need to transcribe testimonials from MDTV video
- Include a call for video tape

I'm sure there's more but this is what I had written down. I'll start this process whenever I get your feedback.

Rich

000057



AGREEMENT

MOJO INTERACTIVE HOST SERVICE AGREEMENT

This Agreement is made between Nevvas Eve Associates ("Client"),
having its principal place of business at 2 Bala Plaza, Bala Cynwyd, Pa.
19004, and
Mojo Interactive Corporation ("MOJO"), having its principal place of business at 7255 Estapona Circle, Suite 202, Fern Park, Florida
32730

WHEREAS Client desires MOJO to serve as the Host Facility for Client's WebSite for public access to the WebSite and to provide support for client's WebSite on an as needed basis.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

A. PREAMBLE

The primary purpose of MOJO is to provide facilities and support for the maintenance of WebSites which can be accessed through the numerous computer networks commonly referred to collectively as "The Internet." It is Client's intention to allow MOJO users to maintain control over the contents of their WebSites with minimal or no interference from MOJO.

MOJO has developed Acceptable Use Policies (AUP) contained herein. The AUP is intended to inform MOJO's clients of what MOJO considers to be acceptable conduct in relation to use of MOJO's server facilities and to inform clients what actions MOJO may take, with or without notice, in the event that MOJO becomes aware of inappropriate use of MOJO's service. This AUP will be used to help MOJO system administrators deal with complaints, and to determine when action should be taken. It is expected that all MOJO Clients will follow the policies set forth herein. These policies are drawn from applicable law and generally accepted standards of Internet conduct, and are intended to ensure protection of MOJO's technical resources, ability to continue to provide high quality service to its clients, and the protection of MOJO's reputation as a Host Facility.

B. MOJO'S HOST SERVICE, INCLUDING E-MAIL ACCESS IS PROVIDED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. Definitions

As used in this Agreement, the following terms shall apply:

- (a) "Domain Name" shall mean the address of a WebSite.
- (b) "E-Mail" shall mean the transmission of memos and messages over a network, including but not limited to the Internet.
- (c) "Host Facility" shall mean MOJO's own computer server or any computer server on which MOJO has the right to store information which can be accessed through the Internet.
- (d) "HyperText Markup Language" (HTML) shall mean the standard for encoding documents for use and display on networks and the Internet.
- (e) "Hypertext or Hyperlink" shall mean a predefined linkage between one file and another file, either within a WebSite or between WebSites.
- (f) "Internet" shall mean the large world-wide network made up of a number of smaller interconnected networks.
- (g) "IRC bot" is a program which runs and is connected to an IRC server 24 hours a day, automatically performing certain actions.
- (h) "Maintenance Support" shall mean only minor changes in the text of the Client's WebSite, modification of E-mail forwarding services, elimination or particular pages or

passages, and necessary repairs should the WebSite malfunction. Support does not include the creation of additional pages or other complex changes.

(i) "Page" shall mean one 8 1/2 x 11 piece of paper or the amount of information contained therein using a font size of 12 point or larger.

(j) "WebSite" shall mean a series of files, sharing a common subject matter that cumulatively comprises HTML images, text, and other forms of information suitable for viewing with one of the standard web browsers.

(k) "World Wide Web" shall mean the entire collection of WebSites available for public access on the Internet.

2. Compensation

MOJO will serve as the Host Facility for Client's WebSite to Client for a period of 15 () months, for a fee of \$ 0.00. Payment for hosting required before any services will be started. Should Client intend to renew the monthly charge will be \$45.00.

3. Duties

MOJO agrees to provide maintenance support for Client's WebSite for the term of this agreement.

4. Warranties/Disclaimers

Services provided by Mojo on an "as is" basis. No warranties, express or implied, are made with respect to MOJO Host Service. You release MOJO from and MOJO shall have no liability or responsibility for any direct, indirect, incidental or consequential damages suffered by you in connection with your use of or inability to use or access the MOJO services including, but not limited to, damages from loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions, or due to inadvertent release or disclosure of information even if the same is caused by MOJO's own negligence. Without limiting the generality of the foregoing, MOJO disclaims to the full extent permitted by applicable law any responsibility for (and under no circumstances shall be liable for) any conduct, content, goods and services available on or through the Internet or MOJO.

4.1 UNDER NO CIRCUMSTANCES SHALL MOJO BE LIABLE FOR ANY INCIDENTAL, INCONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF MOJO WAS INFORMED OF OR OTHERWISE AWARE OF THE POSSIBILITY THEREOF.

4.2 MOJO warrants that the services it performs in maintaining its Host Facility and Client's WebSite will be rendered in a competent, professional manner. MOJO does not warrant and specifically disclaims any representations that its Host Facility will meet Client's requirements or that its maintenance of client's WebSites will be error-free. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, MOJO DISCLAIMS ALL OTHER EXPRESSED WARRANTIES AND ALL WARRANTIES, DUTIES AND OBLIGATIONS IMPLIED IN LAW. MOJO's limited warranty set forth herein is in lieu of all liabilities or obligations of MOJO for damages arising out of or in connection with its Host Facility.

4.3 MOJO is not obligated to verify the accuracy of any information contained on a Client's WebSite or verify that the information is any other way proper and acceptable, provided however, that MOJO reserves the right to:

(a) Modify or delete any information or graphics supplied by Client in order to comply with current and future technical limitations and business requirements of MOJO.

(b) Modify, delete or suspend dissemination or display of any information or graphics supplied by Client if MOJO receives any complaints about Client's information or advertising:

(1) being false, deceptive, unfair or inaccurate;

(2) violating another's intellectual property right; or

(3) containing language which defames or libels another or another's works.

(c) Modify, delete or suspend dissemination or display of any information or graphics supplied by Client if MOJO has reason to believe such information violates any local, state or federal laws.

(d) Suspend dissemination and display of the Client's Internet WebSite, if Client has not made a payment as required by this Agreement, or if MOJO determines that the information on the Client's Internet page will damage the reputation of MOJO.

5. Security

The Client is responsible for all use of the Client's e-mail account(s) and confidentiality of password(s), including choosing safe passwords and ensuring file protections are set correctly. MOJO will suspend access or change access to Client's e-mail account(s) immediately upon notification by Client that Client's password has been lost, stolen or otherwise compromised. MOJO is not liable for any usage and/or charges prior to MOJO making the necessary account alteration.

6. Personal Files

MOJO is not responsible for any Client's personal files residing on MOJO's Host Facility. The Client is responsible for independent backup of the Client's data that is stored on MOJO's Host Facility. MOJO reserves the right to delete any Client's personal files after one or both parties terminate the service agreement between MOJO and the Client.

7. Non-Transferability of Account

The right to services provided by Mojo hereunder is not transferable. Use of MOJO E-Mail accounts is expressly limited to the individual or business whose name appears on the account.

8. Network Address Ownership

Any network address assignments issued by MOJO are the property of MOJO and are considered to be on loan to its clients. In the event service with MOJO is discontinued for any reason, such addresses will revert to MOJO. If a Client of MOJO participates in a service of MOJO which provides for a unique Domain Name System (DNS) entry, the Client will retain ownership of the assigned Domain Name, but not the IP address to which it was assigned by MOJO.

9. Acceptable Use Policies

9.1 Compliance with all Laws

Client agrees to use the service in a manner consistent with any and all applicable laws and regulations of the United States of America, the State of Florida, and the Client's locality. Reproduction or transmission of any material in violation of any local, state, U.S., or international law or regulation is prohibited. The Client agrees that any material to be reproduced or transmitted on MOJO's Host Facility through Client's e-mail account(s) or WebSite does not violate or infringe any copyright, trademark, patent, statutory common law or proprietary rights of others, or contain obscene, libelous or threatening material. The Client shall defend, indemnify and hold harmless MOJO from and against any claims, liabilities and expenses, including attorney fees, resulting from any Client's use of the MOJO service or a Client's account in an unlawful manner or otherwise in violation of or contrary to the Client's Agreement with MOJO or MOJO's Acceptable Use Policies. At MOJO's discretion, MOJO may revoke a Client's access to MOJO services or e-mail accounts for inappropriate usage.

(a) Client represents and warrants to MOJO that client owns or otherwise has the right to display and disseminate the information and content provided on the Client's Internet page, and that such information and content does not infringe on the intellectual property rights of any third party. Client represents and warrants that it has obtained, and currently has, any and all grants of rights from third parties which may be required to display text, graphics or other materials in the information contained on Client's Internet page.

9.2 Unacceptable Conduct

The following types of conduct are grounds for immediate suspension of service pending investigation by MOJO and may result in termination of this agreement by Mojo.

(a) Sending unsolicited mass Electronic Mailings from the MOJO Host Facility (i.e., to more than 25 users) which provoke complaints from the recipients.

(b) Engaging in unsolicited mass Electronic Mailings from a provider other than MOJO and using an account on MOJO as a mail drop for responses, or to draw attention to a Web Site housed within MOJO's facility.

(c) Continued harassment of other individuals on the Internet after being asked to stop by those individuals and/or by MOJO.

(d) Sending large volumes of unsolicited E-Mail to individuals or to individual business accounts.

(e) Impersonating another user or otherwise falsifying one's user name in E-Mail. (This does not preclude the use of nicknames in IRC or the use of anonymous remailer services.)

(f) Attempts, whether successful or not, to gain access to any other system or users' private data without express consent of the user.

(g) Use of IRC bots or clonebots on MOJO, whether on IRC servers controlled by MOJO or by other parties.

(h) Attempts to interfere with the regular workings of MOJO's systems or network connections or which adversely affect the ability of other people or systems to use MOJO services or the Internet, including, but not limited to:

(1) any unauthorized attempts by a user to gain root access or access to any account not belonging to that user on this or any other MOJO system;

(2) any use of this or any other MOJO system as a staging ground to disable other systems.

(i) Any activity which violates any local, state or federal laws or statutes.

9.3 Excess Utilization of System or Network Resources

MOJO account descriptions in some cases may specify limits on bandwidth, CPU and disk utilization for certain types of Clients, and use up to these limits is included in the price for that type of Client. In the event MOJO determines that a Client is exceeding the bandwidth, CPU and/or disk utilization limits, the Client will be notified by E-Mail. If excessive bandwidth, CPU or disk space utilization is determined by MOJO to adversely affect MOJO's ability to provide service for all clients, immediate action may be taken to alleviate the problem. In such event, the Client will be notified by E-Mail as soon as practicable.

9.4 Compliance with Rules of Other Networks

Any access to other networks connected to MOJO's Host Facility must comply with the rules for that other network as well as with MOJO's rules.

9.5 Monitoring/Privacy

MOJO reserves the right to monitor any and all communications through or with MOJO facilities. Client agrees that MOJO is not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that no expectation of privacy is afforded. It may become necessary for MOJO employees to examine system accounting logs and other records to determine if privacy violations or other network unfriendly activities have occurred. MOJO also reserves the right to access a Client's mailbox or other files stored on MOJO systems to resolve system problems or mail system errors.

9.6 Cooperation with Authorities

MOJO reserves the right to cooperate fully with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of copyrighted material, postings or e-mail containing threats of violence or other illegal activity.

9.7 Confidentiality of Personal Subscriber Information

MOJO will not release a client's subscriber information, nor a Client's billing information, to any third party except upon presentation of a valid court order of a government or entity within our jurisdiction. Client agrees that MOJO's judgment as to the validity of any court order of subpoena shall be considered proper and final.

9.8 MOJO's Right to Suspend or Cancel Account

MOJO reserves the right to suspend or cancel service to a Client at any time and without notice, for any reason, including, but not limited to, refusal or failure to pay for services provided by sole judgment of MOJO that the Client may be performing activities harmful to MOJO or its Clients, employees, vendors, business relationships or any other users of the Internet.

9.9 Right to Damages

MOJO reserves the right to collect damages (software, hardware and man hours) if any harm is done to MOJO by Client which requires repair or reconfiguration of any kind.

9.10 Other Remedies/Non-Walver

Nothing contained in these policies shall be construed to limit action MOJO may take or remedies available to MOJO in any way with respect to any of the described conduct. MOJO reserves the right to take any additional actions MOJO may consider appropriate with respect to such conduct, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the MOJO Host Facility. In addition, MOJO reserves at all times all rights and remedies available to MOJO with respect to such conduct at law or in equity. Non-enforcement of any policy or rule herein does not constitute consent or waiver, and MOJO reserves the right to enforce such policy or rule at its sole discretion.

9.11 MOJO's Right to Change Service

MOJO reserves the right to change without notice the MOJO service, including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, vendors and services offered.

9.12 MOJO's Right to Modify its Acceptable Use Policies

MOJO may modify its Acceptable Use Policies upon notice via E-mail to Client. Client's use of MOJO services after such notice shall constitute Client's acceptance of the modifications to these policies.

9.13 Indemnifications

Client agrees to defend, indemnify and hold harmless MOJO and its owners, officers, shareholders, directors, employees, affiliates and subsidiaries from and against any and all claims, demands, liabilities, proceedings, damages, injuries, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to:

(a) Any acts or omissions by Client undertaken in connection with the Client's Web Site page, including, without limitation, those arising out of or related to any branch of:

(1) any Client warranties, representations, or covenants hereunder;

(2) inaccuracy of any information, including false advertising claims and unfair competition claims;

(3) Claims and investigations made by any local, state or federal agency arising out of information contained on the Client's Internet page.

(b) Violations of any third-party intellectual property rights, or any claim of infringement, misappropriation or violation of a right of a third party (including, without limitation, a trade secret claim, defamation or libel claim, or an obscenity claim).

10. Miscellaneous Provisions

10.1 Prevention of Performance.

The parties shall not be liable for any delay or failure of performance of this Agreement if such failure is caused by acts of God, war, Governmental decree, power failure, judgment or order, strike, communications failure, equipment or software malfunction, or other circumstances, whether or not similar to the foregoing, which are beyond the reasonable control of such party.

10.2 Entire Agreement.

This instrument embodies the whole agreement between the contracting parties. The agreement supersedes and nullifies all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter hereof, and may not be modified, altered or terminated except in a writing signed and dated by the parties.

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10.3 Severability.

The provisions of this Agreement are severable. If any provision is determined by a court of competent jurisdiction or a governmental regulatory entity to be invalid or unenforceable, in whole or in part, that provision shall be construed or limited in such a way as to make it enforceable, consistent with the manifest intentions of the parties. If such a construction or limitation is not possible, the unenforceable provision will be stricken, and the remaining provisions of this Agreement will remain valid and enforceable.

10.4 Joint Venture.

Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers nor constitute any party the agent of any other party, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

10.5 Waiver.

Failure by either party to insist upon the strictest performance or observance of any provision of this Agreement or to exercise any right or remedy arising out of this Agreement shall not be construed as a waiver of any right or remedy with respect to any existing or subsequent breach or default.

10.6 Notices.

Any and all written notices, communications, or payments shall be made to the respective parties at their addresses indicated in the first paragraph of this Agreement or at such other address as a party may indicate in a written notice to the other party to this Agreement.

10.7 Governing Law.

This Agreement shall be governed by the internal laws of the State of Florida and the parties hereto agree that the courts in the State of Florida shall have exclusive jurisdiction for any claims or disputes which may arise hereunder.

11. Litigation

In the event that enforcement of this Agreement becomes necessary (whether suit be brought or not), the prevailing party shall be entitled to recover, in addition to all other remedies available at law, an amount equal to all costs and expenses incurred in connection with such enforcement, including reasonable attorney's fees at the trial level and in connection with all appellate proceedings.

In the event of any legal or equitable action arising under this Agreement, the parties agree that jurisdiction and venue of such action shall lie exclusively within the state courts of Florida located in Orange County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division, and the parties specifically waive any other jurisdiction and venue.

12. Assignment

Client may not assign this Agreement without the consent of Mojo.

13. Government Requirements

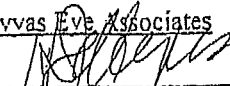
Each party hereto shall comply with all statutes, ordinances and government regulations in the conduct of its business.

IN WITNESS WHEREOF, Client and MOJO have duly executed this Contract as of the day and year executed below.

MOJO Interactive

By: _____
Name: _____
Title: _____
Date: _____

Nevvas Eye Associates

By: 
Name: Herbert J. Nevvas
Title: President
Date: 6/26/09

Any and all written notices, communications, or payments shall be made to the respective parties at their addresses indicated in the first paragraph of this Agreement or at such other address as a party may indicate in a written notice to the other party to this Agreement.

20. Governing Law.

This Agreement shall be governed by the internal laws of the State of Florida and the parties hereto agree that the courts in the State of Florida shall have exclusive jurisdiction for any claims or disputes which may arise hereunder.

21. Litigation.

In the event that enforcement of this Agreement becomes necessary (whether suit be brought or not), the prevailing party shall be entitled to recover, in addition to all other remedies available at law, an amount equal to all costs and expenses incurred in connection with such enforcement, including reasonable attorney's fees at the trial level and in connection with all appellate proceedings.

In the event of any legal or equitable action arising under this Agreement, the parties agree that jurisdiction and venue of such action shall lie exclusively within the state courts of Florida located in Orange County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division, and the parties specifically waive any other jurisdiction and venue.

22. Assignment

Client may not assign this Agreement without the consent of Mojo.

23. Government Requirements

Each party hereto shall comply with all statutes, ordinances and government regulations in the conduct of its business.

IN WITNESS WHEREOF, Client and Mojo have duly executed this Contract as of the day and year executed below.

Mojo Interactive

By: _____

Name: _____

Title: _____

Date: _____

Client: NEVYAG EYE ASSOCIATES

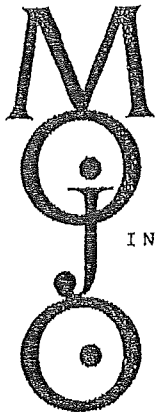
By: [Signature]

Name: Herbert T. Nery

Title: Director

Date: 8/10/99

MAY 10 1999



MEMO

May 6, 1999

Nevyas Eye Associates
Attn: Dr Richard Sterling
2 Bala Cynwyd Plaza
Bala Cynwyd, Pa. 19004

Dear Dr. Sterling:

Thank you for allowing us at Mojo Interactive the privilege to work with you in the redesign of your website. I know that it will be a positive experience for both as we reintroduce Nevyas Eye Associates to the World Wide Web.

You will find the Web Creation Agreement, Host Service Agreement, Website Payment page, materials checklist and project profiler. Please review, complete, sign and return the signed agreements along with the deposit as soon as possible so that we can guarantee these prices for you. We anticipate price increases toward the end of the month and I shall honor this quote to you. As we discussed, we can add additional content above the allocated package pages at \$60.00 per page. We will also be able to add videos and listing of providers as we go. Please refer to my letter dated May 5, 1999 reflecting those prices. I do not anticipate increases in these prices through the end of this year.

Again, thanks for choosing Mojo Interactive to work with you on this special project. Please call if you have any questions, toll free at 1-877-665-6798 x-102.

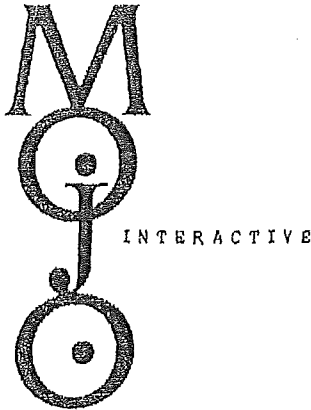
Sincerely,

A handwritten signature in black ink, appearing to read "Blaine A. Roseberry".

Blaine A. Roseberry
Director, Sales & Marketing



000065




FAX

To: DR. RICHARD STERLING Fax: 610-668-1509
From: BLAINE A. ROSEBERRY Date: 5-5-99
Re: WEB SITE REDESIGN Pages: 02
CC:

Urgent For Review Please Comment Please Reply Please Recycle

Comments:

Dear Dr. Sterling: Please find faxed to you the proposal that we discussed yesterday regarding the redesign of the www.nevyas.com web site. I covered all of the points you outlined and broke out the prices according to options included with the "Advanced Cyber Package". Please call with any questions. I look forward to starting this important project for you. My toll free number is 1-877-665-6798 x-102. I will await your call.

Sincerely,

Blaine A. Roseberry
Director, Sales & Marketing



000086



7255 ESTAPONA CIRCLE, SUITE 202 FERN PARK, FLORIDA 32730 PH: 407.830.0967 FAX: 407.830.9917

Deposit

Web Site Design Payment Information

Doctor: NEVYAS EYE ASSOCIATES

Form of Payment (circle one): CHECK VISA MC DISC

Card Number: _____

Expiration Date: _____

TOTAL Amount: \$ 2,995⁰⁰ DEPOSIT: \$ 1,497⁵⁰

Signature: _____

Date: _____

Address: 2 BALA CYNWYD

City, State, Zip: BALA CYNWYD, PA. 19004

Phone: 610-668-2777

Fax: 610-668-1509

Doctor: NEUVAS Practice: NEUVAS EYE ASSOCIATES

Materials Checklist

This checklist is designed to help you put together all of the material we will need to design and create your web site. The following is a list of items that should be included in the materials you are sending us:

- Camera ready copy of your logo.
- Photographs of doctors, office, staff, testimonial clients, etc. (*Originals will be returned to you. Please write the doctor's name on the back of each picture.*)
- General information and history about your practice.
- Doctor Biographies and/or Curriculum Vitae.
- Information about the procedures and services your practice performs (*video of procedures can be added for an additional fee*).
- Camera ready map to your office(s).
- Written directions on how to find your office from popular locations.
- All existing marketing materials expressing your practice's look and feel.
- Patient testimonials.
- Outcomes statistics and graphs.
- Questions and answers to commonly asked questions by patients.
- Patient education materials and graphics. Please do not send any copyrighted material.
- Completed contracts and paperwork.
- Email address for web site links and online contact form.

(NOTE: Please send us all of the above information via mail. Text materials can be sent in disk format or by electronic mail.)



7255 ESTAPONA CIRCLE, SUITE 202 | FERN PARK, FLORIDA 32730 | PH: 407.830.9957 | FAX: 407.830.9917

www.mojointeractive.com | www.locateadoc.com

Doctor: NEVYAS Practice: NEVYAS EYE ASSOCIATES

Project Profiler

The Project Profiler will give Mojo Interactive a general idea of the look, feel, and layout you would like to have on your web site. This will aid us in the design of the site. Please check all the boxes that apply.

Site Feel

- I would like a mainly informative site.
- I would like a site that reinforces my practice's marketing/branding image.
- I would like a site that is a balance of the above two options.

Site Look

- I have a specific or general idea of how I'd like the site to look. Please see my description below: _____

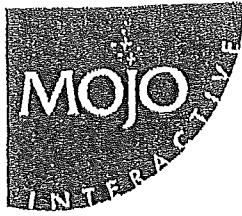
- I would like the site to look similar to my company's marketing materials (I have sent or will send you a copy of my company's marketing materials as a guide).
- I am leaving it up to Mojo Interactive to develop the look of the site.
- I would like my company colors to be the main colors on the site. These color(s) are: _____

Site Sections

Choose the 4 to 6 sections you would prefer be used to organize your web site:

- Welcome
- About Our Practice
- Doctor Biographies
- Procedures/Services
- General Information
- Testimonials
- Map/Directions
- Patient Contact Page
- Outcomes
- Other Section(s) _____





AGREEMENT

MOJO INTERACTIVE WEBSITE CREATION AGREEMENT

This Agreement is made between Nevvas Eye Associates ("Client"), having its principal place of business at 2 Bala Cynwyd Plaza Bala Cynwyd, Pa. 19004, and Mojo Interactive Corporation ("Mojo"), having its principal place of business at 7255 Estapona Circle, Suite 202, Fern Park, Florida 32730.

WHEREAS Client desires Mojo to create and develop a WebSite suitable for access on the Internet.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Definitions

As used in this Agreement, the following terms shall apply:

(a) "Confidential Information" shall mean any information relating to or disclosed in the course of the Agreement, which is marked as "confidential" or "proprietary" by the disclosing party. Confidential information shall not include any information which is or becomes generally available to the public without breach of this Agreement; is in the possession of a party prior to its disclosure by the other party; or becomes available from a third party not in breach of any obligations of confidentiality to the disclosing party.

(b) "Domain Name" shall mean the address of a WebSite.

(c) "E-Mail" shall mean the transmission of memos and messages over a network, including but not limited to the Internet.

(d) "Host Facility" shall mean Mojo's own computer server or any computer server on which Mojo has the right to store information which can be accessed through the Internet.

(e) "HyperText Markup Language" (HTML) shall mean the standard for encoding documents for use and display on networks and the Internet.

(f) "Hypertext or Hyperlink" shall mean a predefined linkage between one file and another file, either within a WebSite or between WebSites.

(g) "Internet" shall mean the large world-wide network made up of a number of smaller interconnected networks.

(h) "Page" shall mean one 8 1/2 x 11 piece of paper or the amount of information contained therein using a font size of 12 point or larger

(i) "WebSite" shall mean a series of files, sharing a common subject matter that cumulatively comprises HTML images, text, and other forms of information suitable for viewing with one of the standard web browsers.

(j) "World Wide Web" shall mean the entire collection of WebSites available for public access on the Internet.

2. Compensation and Terms

Mojo shall perform the work shown in Exhibit A, according to the timetable shown in Exhibit B.

The fee for the work shown in Exhibit A is \$2,995.00. Fifty percent (50%) of the fee (\$1,497.50) is due upon signing the contract. Twenty-five percent (25%) of the fee (\$748.75) is due upon signing Exhibit C. The remainder (\$748.75) is due within 30 days of completion of the work shown in Exhibit A.

In the event that travel to Client's place of business is necessary, Client shall reimburse Mojo for reasonable business and travel expenses upon submission of expense reports with back-up documentation.

If Mojo brings a legal action to collect any sums due under this Contract, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorneys' fees.

This Contract shall remain in effect until all obligations under this Contract have been completed, and the Final Acceptance Certificate (Exhibit D) has been signed by Client.

3. Warranties

Each party represents and warrants to the other that it has the power and authority to enter into and perform this Contract.

4. Independent Contractor

Mojo acknowledges that the services rendered under this Contract shall be solely as an independent contractor. Mojo shall not enter into any contract or commitment on behalf of Client without Client's written consent. Mojo further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

5. Grant

Mojo shall own the copyright of the WebSite. Mojo grants the Client license to use the WebSite, to reproduce it for Client's own use, and to prepare derivative works for its own use, regardless of whether the WebSite is maintained by Mojo or by another party. Client shall own the copyright of all materials, including graphics, prospectuses and advertising copy, that it provides to Mojo for inclusion in the WebSite.

6. Original Material

Client shall supply to Mojo material for inclusion in its WebSite, including prospectuses, graphics and advertising copy. All photographs, trademarks, images or other works owned or controlled by Client and which are specified by Client for inclusion in the WebSite shall be provided by Client in clear and camera-ready form necessary for digital translation or in other format agreed upon by the parties.

7. Compliance

Client assumes all responsibility for complying with local, state and federal securities regulations and laws. Mojo shall not make public any portion of the WebSite without first obtaining Client's express written approval. Client shall convey its written approval with the form in Exhibit C.

8. Acknowledgment

Mojo may include at the bottom of Client's WebSite a notice that it is the creator and maintainer of the WebSite, a copyright notice, and a hypertext link to the WebSite of Mojo.

9. Termination and Cancellation

(a) This Agreement may be terminated upon the occurrence of one or more of the following events, and the terminating party shall not be liable to the other party solely for the rightful exercise of such right:

(1) By either party if the other party seeks protection under the bankruptcy laws (other than as a creditor) or any assignment is made for the benefit of creditors or if a trustee is appointed for all or any portion of such party's assets; or

(2) By either party if the other party is in default of any material provision of this Agreement and such default is not cured within 15 days after receipt of written notice (as provided in Paragraph 19) thereof by such other party.

(b) This Agreement may be terminated by Client for Client's convenience upon 15 days' prior written notice to Mojo (as provided in Paragraph 19); provided, however, that Client pay to Mojo, pro rata, for work completed. Thereafter,

Client shall obtain all rights to the partially completed WebSite as provided in Paragraph 5.

10. Indemnity

Client shall indemnify Mojo against and hold Mojo harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, claimed by any person, organization, association, or otherwise arising out of, or relating to, the WebSite or its creation, use, possession, operation and/or condition.

11. Taxes

Client shall be responsible for the payment of all local, excise, sales, use, property and other taxes or charges levied with respect to this contract.

12. Enhancements

Client may exercise the option, at any time, to add to this Contract any of the other services offered by Mojo at the then market price for those services.

13. Confidential Information

Each party acknowledges that it may receive Confidential Information of the other party relating to its technical, marketing, product and/or business affairs. All confidential information of the other party shall be held in strict confidence and shall not be disclosed or used without the express written consent of the other party, except as may be required by law. Each party shall use reasonable measures and reasonable efforts to provide protection for Confidential Information.

Each party hereby acknowledges that unauthorized disclosure of confidential information could cause irreparable harm and significant injury to the disclosing party that make be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement, in addition to any other rights and remedies each party may have.

14. Assignment

The services to be rendered hereunder shall be performed by Mojo, but such services may be subcontracted or otherwise performed by third parties on behalf of Mojo without prior written permission of Client.

15. Prevention of Performance.

The parties shall not be liable for any delay or failure of performance of this Agreement if such failure is caused by acts of God, war, Governmental decree, power failure, judgment or order, strike, communications failure, equipment or software malfunction, or other circumstances, whether or not similar to the foregoing, which are beyond the reasonable control of such party.

16. Entire Agreement.

This instrument embodies the whole agreement between the contracting parties. The agreement supersedes and nullifies all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter hereof, and may not be modified, altered or terminated except in a writing signed and dated by the parties.

17. Severability.

The provisions of this Agreement are severable. If any provision is determined by a court of competent jurisdiction or a governmental regulatory entity to be invalid or unenforceable, in whole or in part, that provision shall be construed or limited in such a way as to make it enforceable, consistent with the manifest intentions of the parties. If such a construction or limitation is not possible, the unenforceable provision will be stricken, and the remaining provisions of this Agreement will remain valid and enforceable.

18. Waiver

Failure by either party to insist upon the strictest performance or observance of any provision of this Agreement or to exercise any right or remedy arising out of this Agreement shall not be construed as a waiver of any right or remedy with respect to any existing or subsequent breach or default.

19. Notices

Any and all written notices, communications, or payments shall be made to the respective parties at their addresses indicated in the first paragraph of this Agreement or at such other address as a party may indicate in a written notice to the other party to this Agreement.

20. Governing Law.

This Agreement shall be governed by the internal laws of the State of Florida and the parties hereto agree that the courts in the State of Florida shall have exclusive jurisdiction for any claims or disputes which may arise hereunder.

21. Litigation

In the event that enforcement of this Agreement becomes necessary (whether suit be brought or not), the prevailing party shall be entitled to recover, in addition to all other remedies available at law, an amount equal to all costs and expenses incurred in connection with such enforcement, including reasonable attorney's fees at the trial level and in connection with all appellate proceedings.

In the event of any legal or equitable action arising under this Agreement, the parties agree that jurisdiction and venue of such action shall lie exclusively within the state courts of Florida located in Orange County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division, and the parties specifically waive any other jurisdiction and venue.

22. Assignment

Client may not assign this Agreement without the consent of Mojo.

23. Government Requirements

Each party hereto shall comply with all statutes, ordinances and government regulations in the conduct of its business.

IN WITNESS WHEREOF, Client and Mojo have duly executed this Contract as of the day and year executed below.

Mojo Interactive

By: _____

Name: _____

Title: _____

Date: _____

Client: Nexvas Eve Associates

By: [Signature]

Name: Herbert J. Navas

Title: Director

Date: 6/10/99