CONFIDENTIAL TREATMENT REQUESTED  
  
 DISTRIBUTION AGREEMENT  
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 THIS DISTRIBUTION AGREEMENT ("Agreement") is made, entered into and  
effective as October 23, 1999 (the "Effective Date"), by and between LASERSIGHT  
TECHNOLOGIES, INC., a Delaware corporation ("LaserSight"), and BECTON XXXXXXXXX  
AND COMPANY, a New Jersey corporation ("BD").  
  
 RECITALS:  
  
 A. LaserSight is in the business of manufacturing or arranging for the  
manufacture of keratomes, keratome products and other refractive surgery  
products and accessories.  
  
 B. LaserSight desires to engage BD as a distributor of the Products (as  
herein defined) to customers in the Territory (as herein defined) on the terms  
and subject to the conditions set forth in this Agreement.  
  
 NOW, THEREFORE, in consideration of the recitals and mutual promises  
and covenants contained in this Agreement, the parties agree as follows:  
  
 1. Definition of BD. For purposes of this Agreement, BD shall mean and  
 include Becton, Xxxxxxxxx and Company and its affiliates, including but  
 not limited to all corporations, partnerships, sole proprietorships and  
 other forms of business organizations which are controlled by Becton  
 Xxxxxxxxx and Company, any corporation in which Becton, Xxxxxxxxx and  
 Company owns at least 50 percent of the stock entitled to vote for  
 directors, and any corporation, firm, partnership, proprietorship or  
 other form of business in which Becton, Xxxxxxxxx and Company has the  
 maximum amount of ownership permitted by local law.  
  
 2. Engagement of BD. LaserSight hereby engages BD as a distributor of  
 the products and accessories described on Exhibit A attached hereto  
 (collectively, the "Products") in the territory described on Exhibit B  
 attached hereto (the "Territory") during the Term (as defined herein),  
 and BD hereby accepts such appointment. In accordance with the terms of  
 this Agreement, LaserSight hereby grants to BD the right to promote,  
 market, distribute and sell the Products within the Territory. Except  
 as described in Section 3(a) below, BD agrees not to promote, market,  
 distribute or sell the Products outside the Territory without  
 LaserSight's prior written consent, which consent shall not be  
 unreasonably withheld. Except as may be specifically provided for  
 herein, BD will not be an agent of LaserSight and will have no  
 authority to contract for, or act on behalf of, LaserSight.  
  
 3. Agreements Regarding Distribution and Sale of Products.  
  
 (a) During the Term BD shall have the exclusive right to  
 distribute the Products in the Territory, provided that BD agrees not  
 to solicit or take orders for TLC The Laser Center Inc. ("TLC") and its  
 affiliated corporate centers as listed on Exhibit C (the "Direct  
 Account") and BD acknowledges that LaserSight may sell Products to the  
 Direct Account. The parties acknowledge and agree that Exhibit C may be  
 amended from time by either party providing notice to the other that  
 TLC has established or closed any corporate centers. If BD develops a  
  
\*\* CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS DOCUMENT.  
 THE REDACTED MATERIAL HAS BEEN INDICATED WITH A DOUBLE ASTERISK AND FILED  
 SEPARATELY WITH THE COMMISSION.  
  
  
  
  
 kit of instruments and supplies to be utilized in connection with  
 refractive surgery that includes any of the Products (a "Kit"), then  
 nothing in this Agreement shall restrict BD from marketing the Kit to  
 any account, including, but not limited to the Direct Account and  
 accounts outside the Territory.  
  
 (b) If either party desires to distribute, market or sell a  
 New Product (as defined herein) then prior to taking any such action  
 the party desiring to take such action shall notify the other party and  
 for a period of 30 days after the date of such notice the parties agree  
 to explore possibilities for the parties to jointly develop and market  
 the New Product. If the parties agree to jointly pursue the development  
 and marketing of the New Product then the parties shall agree to an  
 amendment to this Agreement that will include such New Product as a  
 "Product". If at the conclusion of such 30 day period the parties are  
 unable to agree on terms for jointly developing and marketing the New  
 Product, then for the next 15 days the parties shall attempt to agree  
 on the terms for excluding such New Product from the terms of this  
 Agreement. If at the conclusion of such 15 day period the parties are  
 unable to agree on the terms of such exclusion, then either party may  
 terminate this Agreement by providing at least 180 days advance written  
 notice of such termination.  
  
 For purposes of this Section 2(b) "New Product" shall mean products  
 related to refractive surgery, including enhanced Products and products  
 that compete with the Products. The term New Products shall not include  
 laser systems, laser related capital products and products in that BD  
 product catalog that is most current as of the Effective Date (a copy  
 of which shall be promptly provided to LaserSight).  
  
 (c) Notwithstanding the foregoing, nothing contained in this  
 Agreement shall limit or preclude LaserSight from (i) marketing,  
 displaying or selling the Products at any trade show or exhibition or  
 in connection with marketing and selling its excimer laser, as long as  
 LaserSight complies with the terms of Section 5(e) in connection with  
 such sales, or (ii) receiving and filling sales orders directly from  
 the Direct Account.  
  
 4. Term and Renewal. The term of this Agreement (the "Term") and BD's  
 engagement hereunder, shall begin on the Effective Date and shall  
 continue for the five year period immediately following the Purchase  
 Minimum Commencement Date (as defined in Section 7(a)), unless sooner  
 terminated pursuant to the terms of this Agreement.  
  
 5. Pricing of the Products; Orders and Delivery.  
  
 (a) LaserSight and BD have agreed to the per unit transfer  
 price (the "Transfer Price") for each of the Products and standard  
 payment terms (the "Payment Terms") for each of the Products all as set  
 forth on Exhibit D attached hereto. After consultation with LaserSight,  
 from time to time BD will establish a per unit purchase price (the  
 "Purchase Price") that BD will utilize for marketing and selling the  
 Products to end users.  
  
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 (b) The Transfer Price may be amended by LaserSight providing  
 at least 90 days advance written notice to BD. Prior to LaserSight  
 amending the Transfer Price LaserSight agrees to consult with BD.  
  
 (c) In addition, the Transfer Price for those Products that  
 are keratome blades may be amended by BD pursuant to this Section 4(c)  
 if market conditions require BD to lower the Purchase Price for such  
 keratome blades in order for such products to be competitively priced.  
 The reductions in Transfer Price contemplated by this Section 4(c)  
 shall be implemented by BD providing LaserSight with written notice of  
 such reduction and such reduction becoming effective as of the first  
 day of the calendar quarter immediately following the date of such  
 notice. The reductions in Transfer Price contemplated by this Section  
 4(c) may only be implemented once per calendar quarter. In no event  
 will this Section 4(c) allow BD unilaterally to reduce the Transfer  
 Price for those Products that are keratome blades by an aggregate  
 amount in excess of 10% of the Transfer Price for such Products that is  
 set forth on Exhibit D as of the Effective Date.  
  
 (d) As provided for herein each of BD and LaserSight will  
 solicit orders for the Products. With respect to end users ordering the  
 UltraShaper(TM) durable keratome or the keratome console and orders  
 from the Direct Account LaserSight shall ship the applicable Products  
 directly to such parties. With respect to all other orders, BD shall  
 ship the applicable Products to the end users. On a quarterly basis, or  
 more frequently if reasonably requested by LaserSight, BD will provide  
 LaserSight with a list of customers that have purchased Products since  
 the date of the last report. Such list shall contain a description of  
 the type and volume of Products purchased. In addition, LaserSight  
 shall ship Products to BD in order to allow BD to fill orders from  
 international end users and create the Kits. With respect to end users  
 outside of the United States and end users that purchase the Kits BD  
 shall ship the applicable Products to such parties. LaserSight and BD,  
 as applicable, shall use its reasonable best efforts to ship the  
 Product or Products within 10 days after such party's receipt of all  
 required documentation with respect to an order. Upon shipping Products  
 LaserSight shall invoice BD for the Products shipped (the "LaserSight  
 Invoice"). The LaserSight Invoice shall require BD to pay LaserSight  
 the Transfer Price for all Products shipped and such payment will be  
 made in accordance with the Payment Terms.  
  
 If the parties determine that the Product handling processes  
 contemplated by this Section 5(d) are creating end user  
 dissatisfaction, then the parties will discuss an alternative Product  
 handling process in order to resolve such dissatisfaction.  
  
 (e) If LaserSight receives orders for Products from parties  
 other than the Direct Account, then LaserSight shall forward such  
 orders to BD.  
  
 6. LaserSight's Duties.  
  
 (a) LaserSight agrees to accept all orders submitted by BD in  
 accordance with the terms of this Agreement. Subject to Section 9,  
 LaserSight shall use its reasonable best efforts to ship the Products  
 within 10 days after LaserSight's receipt of all required documentation  
 with respect to such an order.  
  
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 (b) LaserSight will be responsible for obtaining all  
 applicable regulatory approvals necessary for marketing and selling the  
 Products in the Territory.  
  
  
 (c) LaserSight shall provide the technical support and service  
 support that is necessary to satisfy LaserSight's written warranty  
 obligations related to the Products. LaserSight shall promptly supply  
 BD with copies of LaserSight's written warranties related to the  
 Products and such warranties shall be in a form reasonably acceptable  
 to BD.  
  
 (d) LaserSight agrees to cooperate with BD to develop the  
 market for the Products in an attempt to obtain as large a sales volume  
 as commercially practicable in the Territory.  
  
 (e) LaserSight agrees to provide technical support to BD's  
 sales staff in order to support an aggressive sales effort and to  
 facilitate BD's fulfillment of its obligations under this Agreement.  
  
 (f) LaserSight agrees to actively advertise and promote the  
 Products, including, with out limitation, displaying and demonstrating  
 the Products at trade shows and exhibitions.  
  
 (g) Upon BD's request, LaserSight shall participate in any BD  
 planning and training activities related to the marketing and sale of  
 the Products. LaserSight shall make a good faith effort to have  
 appropriate sales personnel participate, at LaserSight's sole cost and  
 expense, in such activities, if any.  
  
 (h) LaserSight shall utilize assistance offered by BD's sales  
 staff and coordinate joint presentations by such staff with LaserSight  
 representatives.  
  
 (i) LaserSight shall communicate to LaserSight representatives  
 all sales information related to the Products as reasonably requested  
 by BD.  
  
 (j) LaserSight shall not take any action which will cause BD  
 to be in violation of any law of any jurisdiction in the Territory  
 including, but not limited to antitrust laws, the U.S. Foreign Corrupt  
 Practices Act of 1977, the U.S. Export Control laws and the U.S.  
 Anti-Boycott laws.  
  
 7. BD's Duties and Restrictions.  
  
 (a) Beginning on the Purchase Minimum Commencement Date (as  
 defined herein) and continuing during the two years of the Term  
 immediately thereafter, BD agrees to buy, on an annual basis, at least  
 that aggregate dollar value of the Products set forth on Exhibit E  
 attached hereto (the "Purchase Minimums"). The parties acknowledge that  
 the product mix contained on Exhibit E is for planning purposes and  
 does not indicate required purchase minimums for any of the Products.  
 For purposes hereof the term "Purchase Minimum Commencement Date" shall  
  
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 mean July 1, 2000, provided that on such date there is a sufficient  
 number of Products available for commercial shipment; such Products are  
 performing in a manner consistent with the specifications established  
 by LaserSight; and LaserSight has supplied BD with clinical validations  
 from sources mutually agreeable to both parties.  
  
 For purposes of determining whether BD has satisfied the  
 Purchase Minimums a Product shall be deemed purchased by BD if BD has  
 delivered to LaserSight a valid purchase order for such Product. If BD  
 fails to sell the Purchase Minimums, LaserSight may terminate this  
 Agreement by providing at least 15 days prior written notice. If after  
 the Purchase Minimum Commencement Date there is not a sufficient number  
 of Products available for commercial shipment, such Products are not  
 performing in a manner consistent with the specifications established  
 by LaserSight and/or LaserSight has not supplied BD with clinical  
 validations from sources mutually agreeable to both parties, then the  
 Purchase Minimums for such Product shall cease to be applicable until  
 all of these conditions are again satisfied. Any time period during  
 which any of these conditions are not met shall not be applicable to  
 determining whether Purchase Minimums have been satisfied; Purchase  
 Minimums are counted only against those 12 month periods, whether or  
 not consecutive, when each of these conditions is satisfied.  
  
 During the second year of the Term LaserSight and BD shall  
 attempt to agree on purchase minimums for the third, fourth and fifth  
 years of this Agreement (the "Final Minimums"). If the parties are  
 unable to agree on the Final Minimums at least 90 days prior to the  
 third anniversary of the Effective Date then this Agreement will  
 terminate as of the date that is the third anniversary of the Effective  
 Date.  
  
 (b) BD shall notify all parties that purchase Products from BD  
 that the Products may not be resold outside of the Territory. If BD  
 becomes aware that a party is reselling the Products outside of the  
 Territory, BD shall immediately notify LaserSight and immediately cease  
 soliciting orders for the Products from such party.  
  
 (c) LaserSight's obligations with respect to the Products are  
 strictly limited to LaserSight's standard written warranty (copies of  
 which will be promptly provided in a form reasonably acceptable to BD)  
 included with the Products from time to time, and BD shall not make any  
 representation, warranty or guaranty purporting to bind LaserSight,  
 except as set forth in such standard written warranty, if any.  
  
 (d) BD agrees to cooperate with LaserSight to develop the  
 market for the Products in an attempt to obtain as large a sales volume  
 as commercially practicable in the Territory.  
  
 (e) BD shall, train and maintain a sales staff which is  
 adequate to support an aggressive sales effort and would reasonably be  
 expected to facilitate BD's fulfillment of its obligations under this  
 Agreement.  
  
 (f) BD agrees to actively advertise and promote the Products,  
 including, with out limitation, displaying and demonstrating the  
 Products.  
  
 (g) Upon LaserSight's request, BD shall participate in any  
 LaserSight planning and training activities related to the marketing  
 and sale of the Products. BD shall make a good faith effort to have  
 appropriate sales personnel participate, at BD's sole cost and expense,  
 in such activities, if any.  
  
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 (h) BD shall utilize assistance offered by LaserSight's  
 manufacturer representatives and coordinate joint presentations by such  
 representatives with BD's sales representatives.  
  
 (i) BD shall communicate to BD's customers all sales  
 information related to the Products as reasonably requested by  
 LaserSight.  
  
 (j) BD shall not take any action which will cause LaserSight  
 to be in violation of any law of any jurisdiction in the Territory  
 including, but not limited to antitrust laws, the U.S. Foreign Corrupt  
 Practices Act of 1977, the U.S. Export Control laws and the U.S.  
 Anti-Boycott laws.  
  
 8. Advertising Materials; Trademarks; Indemnification.  
  
 (a) BD shall produce and supply advertising materials in  
 quantities agreed to by the parties. The Products sold pursuant to this  
 Agreement shall be co-branded in a manner agreed to by the parties.  
  
 (b) During the Term, LaserSight hereby agrees to allow BD the  
 use of copyrighted promotional material and the trademarks and trade  
 names owned by LaserSight relating to the Products that are reasonably  
 necessary in promoting and selling the Products; provided, however,  
 that none of such copyrights, trademarks and trade names owned by  
 LaserSight shall be used directly or indirectly in connection with the  
 promotion or sale of any goods other than those of LaserSight. BD  
 agrees to obtain LaserSight's prior written approval before utilizing  
 LaserSight's copyrights, trademarks or trade names in any manner or  
 form which was not prepared or supplied by LaserSight. LaserSight and  
 BD agree that all such LaserSight copyrights, trademarks and trade  
 names are and shall remain the exclusive property of LaserSight and  
 LaserSight has the sole and exclusive right to use, and to grant  
 licenses to others to use, such copyrights, trademarks or trade names.  
 Upon termination of this Agreement, BD shall immediately cease  
 utilizing or associating itself with LaserSight's copyrights,  
 trademarks and trade names unless otherwise permitted under the terms  
 and conditions of a written agreement executed by an authorized  
 representative of LaserSight and BD.  
  
 (c) During the Term and continuing thereafter, BD shall not,  
 directly or indirectly, (i) infringe upon, initiate or use LaserSight's  
 patents, copyrights, trademarks or trade names except as expressly  
 provided herein; or (ii) contest, challenge or assist in contesting the  
 validity or ownership of any of LaserSight's patents, copyrights,  
 trademarks or trade names. In the event that the infringement of any  
 patent, copyright, trademark, trade name, or brand name comes to BD's  
 attention, BD agrees to promptly notify LaserSight of such  
 infringement.  
  
 (d) LaserSight shall defend, at its expense, any claim or  
 action brought against BD which is based on (i) a claim that the  
 Products infringe a patent, trademark, trade name or copyright of a  
 third party, or (ii) claims of product liability related to the design  
 or manufacture of the Products (except for any claims of product  
 liability related to the design or manufacture of the Products, or any  
 component of any of the Products, which have been designed or  
 manufactured by BD) (collectively a "Claim"), and LaserSight shall  
  
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 indemnify BD against the liabilities and reasonable costs, if any,  
 incurred by BD with respect to any Claim, provided that BD notifies  
 LaserSight in writing of the Claim within 10 business days after  
 receiving notice thereof, LaserSight is permitted to control fully the  
 defense in any litigation or settlement of such Claim, and BD shall  
 cooperate fully in such defense. If BD continues to promote and sell  
 any of the Products after LaserSight has notified BD that any of the  
 Products should not be promoted or sold pursuant to this Section, then  
 LaserSight shall not be responsible for defending BD from any Claim  
 brought against BD relating to Products sold after the date of such  
 notice.  
  
 (e) During the Term, BD hereby agrees to allow LaserSight the  
 use of copyrighted promotional material and the trademarks and trade  
 names owned by BD reasonably necessary in promoting and selling the  
 Products; provided, however, that none of such copyrights, trademarks  
 and trade names owned by BD shall be used directly or indirectly in  
 connection with the promotion or sale of any goods other than the  
 Products. LaserSight agrees to obtain BD's prior written approval  
 before utilizing BD's copyrights, trademarks or trade names in any  
 manner or form which was not prepared or supplied by BD. LaserSight and  
 BD agree that all such BD copyrights, trademarks and trade names are  
 and shall remain the exclusive property of BD and BD has the sole and  
 exclusive right to use, and to grant licenses to others to use, such  
 copyrights, trademarks or trade names. Upon termination of this  
 Agreement, LaserSight shall immediately cease utilizing or associating  
 itself with BD's copyrights, trademarks and trade names unless  
 otherwise permitted under the terms and conditions of a written  
 agreement executed by an authorized representative of LaserSight and  
 BD.  
  
 (f) During the Term and continuing thereafter, LaserSight  
 shall not, directly or indirectly, (i) infringe upon, initiate or use  
 BD's patents, copyrights, trademarks or trade names except as expressly  
 provided herein; or (ii) contest, challenge or assist in contesting the  
 validity or ownership of any of BD's patents, copyrights, trademarks or  
 trade names. In the event that the infringement of any patent,  
 copyright, trademark, trade name, or brand name comes to LaserSight's  
 attention, LaserSight agrees to promptly notify BD of such  
 infringement.  
  
 9. Inability to Perform. Neither party shall be liable to the other for  
any failure to perform any obligation hereunder by reasons of events outside the  
reasonable control of such party, including without limitation, acts of God,  
litigation commenced against such party that relates to the production,  
distribution or sale of the Products, regulations or laws of any government,  
war, civil commotion, destruction or production facilities or materials by fire,  
earthquake or storm, labor disturbances, epidemic and general failure of public  
utilities or common carriers. The party claiming the benefit of this Section  
shall give immediate written notice to the other party, shall use its best  
efforts to avoid or remove such cause or causes of non-performance, and shall  
otherwise continue to perform hereunder. Either party may terminate this  
Agreement upon 10 days advance written notice given to the other party, if the  
other party has invoked this Section to excuse its performance for a continuous  
period of at least 30 days. Suspension of a party's performance for such cause  
as described herein shall not affect the running of the term of this Agreement.  
In the event of a shortage of supply of any of the Products the Purchase  
Minimums are suspended during the time of such shortage and LaserSight hereby  
expressly reserves the right without liability to BD to determine the proportion  
of the available supply thereof to be allocated to any of its distributors and  
other agents and representatives. LaserSight agrees to exercise good faith in  
making such allocations.  
  
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 10. Termination. During the Term, this Agreement may be terminated as  
follows:  
  
 (a) Either party may terminate this Agreement upon the  
 occurrence of a default or material breach of the terms hereof by the  
 other party, provided that such right to terminate may not be exercised  
 unless such default or breach has not been cured within 10 business  
 days after written notice of such default or breach has been supplied  
 to the defaulting or breaching party.  
  
 (b) This Agreement may be terminated at any time by mutual  
 written agreement of the parties.  
  
 (c) If either party goes into liquidation, has a receiver  
 appointed for all or any portion of its property or estate, is adjudged  
 bankrupt or insolvent, files a voluntary petition or insolvency, has a  
 petition in bankruptcy filed against it or makes an assignment for the  
 benefit of its creditors, and whether any such event is the outcome of  
 the voluntary act of such party or otherwise, the other party, at its  
 option, may terminate this Agreement immediately by providing notice of  
 such termination.  
  
 (d) After July 1, 2003 either party may terminate this  
 Agreement with or without cause by providing at least 180 days advance  
 written notice.  
  
 11. Miscellaneous Provisions.  
  
 (a) This Agreement shall be binding on the parties hereto,  
 their successors and assigns including, without limitation, any  
 purchaser or other successor of all or substantially all of either a  
 party's assets as a going business.  
  
 (b) BD hereby agrees to indemnify and save LaserSight harmless  
 against any and all claims, losses, demands, liabilities and expenses,  
 including, without limitation, reasonable attorney's fees, resulting  
 directly from claims made by third parties based upon (i) advertising  
 or representations by BD which warrant performance of the Products  
 beyond the written representations of the Products supplied by  
 LaserSight to BD, (ii) advertising or representations by BD which  
 warrant performance of the Products beyond LaserSight's standard  
 written warranty, or (iii) business or trade practices engaged in by  
 BD.  
  
 LaserSight hereby agrees to indemnify and save BD harmless against any  
 and all claims, losses, demands, liabilities and expenses, including,  
 without limitation, reasonable attorney's fees, resulting directly from  
 claims made by third parties based upon (i) the written representations  
 of the Products supplied by LaserSight to BD, (ii) advertising or  
 representations by LaserSight which warrant performance of the Products  
 beyond the written representations of the Products supplied by  
 LaserSight to BD, (iii) LaserSight's standard written warranty for the  
  
  
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 Products, (iv) advertising or representations by LaserSight which  
 warrant performance of the Products beyond LaserSight's standard  
 written warranty, or (v) business or trade practices engaged in by  
 LaserSight.  
  
 (c) BD acknowledges and agrees that neither BD nor any person  
 acting on behalf of BD is or shall be considered an employee of  
 LaserSight for any reason whatsoever. Except as may be specifically  
 provided for herein, neither BD nor any person acting on behalf of BD  
 is or shall be deemed to be the legal representative or agent of  
 LaserSight for any purpose whatsoever, and BD is not authorized by  
 LaserSight to transact business, incur obligations, express or implied,  
 or otherwise act in any manner, in the name of or on behalf of  
 LaserSight, or to make any promise, warranty, or representation with  
 respect to the Products or any other matter in the name of or on behalf  
 of LaserSight. No manufacturing or licensing rights or rights of use of  
 any patent are granted by this Agreement. Nothing contained in this  
 Section 11(c) shall alter LaserSight's obligations under LaserSight's  
 standard written warranty.  
  
 (d) Any notice or other communication required or permitted  
 hereunder shall be deemed given on the date delivered if delivered  
 personally or by facsimile with proper evidence of transmission, or  
 five days after deposit in the United States mail, by registered or  
 certified mail, postage prepaid, addressed:  
  
 if to BD: Becton, Xxxxxxxxx and Company  
 0 Xxxxxx Xxxxx  
 Xxxxxxxx Xxxxx, Xxx Xxxxxx 00000-0000  
 Attention: Xxxx Xxxxxxxx  
 Facsimile: (000) 000-0000  
  
 if to LaserSight: LaserSight Technologies, Inc.  
 0000 Xxxxxxxxxx Xxxxxxxxx, Xxxxx 000  
 Xxxxxx Xxxx, Xxxxxxx 00000  
 Attention: President  
 Facsimile: (000) 000-0000  
  
 or at such other address as any party may designate by 10 days advance  
 written notice to the other party.  
  
 (e) This Agreement and the exhibits hereto which are  
 incorporated herein by this reference, supersede and replace any and  
 all previous working agreements, understandings, policies, and  
 practices whether or not in writing between LaserSight and BD  
 concerning the subject matter hereof, and contains the entire  
 understanding between the parties hereto with respect to the subject  
 matter hereof. If the terms of this Agreement conflict with the terms  
 of any purchase order or invoice issued by either party the terms of  
 this Agreement shall control. Unless otherwise specifically provided in  
 this Agreement, no amendment, modification or waiver hereof shall be  
 made or be binding unless in writing and signed by both parties hereto.  
 Neither party may assign or delegate its rights, obligations or  
 responsibilities hereunder without the other party's prior written  
 consent.  
  
 (f) If any provision of this Agreement shall be deemed invalid  
 or unenforceable in whole or in part due to U.S. or any foreign law,  
  
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 statute, regulation or judicial decision, such provision shall be  
 limited to the extent necessary to render the same valid, or shall be  
 excised from this Agreement, as the circumstances require, and this  
 Agreement shall be construed in all respects as if said provision had  
 been incorporated herein as so limited, or as if said provision had not  
 been included herein, as the case may be.  
  
 (g) This Agreement is to be governed by and construed in  
 accordance with the laws of the State of Florida, without regard to any  
 conflict of law principles to the contrary.  
  
 (h) Any action brought under this Agreement by LaserSight may  
 only be brought in a court of competent jurisdiction sitting in the  
 State of Florida. The parties irrevocably submit to the personal  
 jurisdiction of any federal court sitting in the State of Florida over  
 any suit, action or proceeding arising out of or relating to this  
 Agreement which is brought by LaserSight. The parties irrevocably  
 waive, to the extent permitted by law, any objection which they may now  
 or hereafter have to the laying of the venue of any such suit, action  
 or proceeding brought in such a court and any claim that any such suit,  
 action or proceeding has been brought in an inconvenient forum.  
 Sections 11(g) and 11(h) do not apply to any actions brought under this  
 Agreement by BD.  
  
 (i) This Agreement may be executed in one or more  
 counterparts, each of which shall be deemed an original.  
  
 (j) This Agreement and the terms and transactions  
 contemplated hereby shall be kept confidential until the parties hereto  
 mutually agree upon the language and timing of a press release or until  
 such time as one such party determines, based on the advice of  
 counsel, that a public announcement is required by law, in which case  
 the parties hereto shall use reasonable best efforts to agree on any  
 public announcements or public statements with respect thereto. If the  
 parties are unable to so agree, a party will not be deemed in violation  
 of this Section for subsequent public announcements or public  
 statements.  
  
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 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
duly executed as of the day and year first above written.  
  
  
  
BECTON, XXXXXXXXX AND COMPANY LASERSIGHT TECHNOLOGIES, INC.  
  
  
  
By: /s/Xxxx X. Xxxxxxxx By: /s/Xxxxxxx X. Xxxxxx  
 ------------------------ ------------------------  
Its: Senior Vice President Its: Chief Executive Officer  
 ------------------------ ------------------------  
  
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 EXHIBIT A  
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 Description of the Products  
  
  
  
MicroShape(TM) Console  
UniShaper(TM) Single Use Keratome  
UltraShaper Durable Keratome  
Tubing Sets  
  
  
Keratome Blades  
 ACS  
 UltraShaper  
 Hansatome  
 Moria CB  
 Moria LSK-1  
  
 12  
  
  
 EXHIBIT B  
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 Territory  
  
 Ireland  
 Japan  
 United Kingdom  
 United States  
  
 13  
  
  
 EXHIBIT C  
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 Direct Account  
  
TLC The Laser Center Inc. affiliated corporate centers.  
  
 14  
  
  
  
  
 EXHIBIT D  
  
  
 Purchase Minimums  
  
  
  
I. Transfer Price  
  
  
Product Transfer Price Per Unit  
  
MicroShape Console \*\*  
UniShaper Single Use Keratome \*\*  
UltraShaper Durable Keratome \*\*  
Tubing Sets \*\*  
  
  
Keratome Blades  
 ACS \*\*  
 UltraShaper \*\*  
 Hansatome \*\*  
 Moria CB \*\*  
 Moria LSK-1 \*\*  
  
  
 Payment Terms  
  
  
F. O. B. Shipping Point Net 30  
Prepaid and Add  
  
(Note: A more detailed description of Payment Terms will be promptly provided  
upon request of BD and must be in a form reasonably acceptable to BD.)  
  
  
  
 15  
  
  
  
 EXHIBIT E  
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 Sales Minimums  
  
  
 Year 1 Total Transfer  
 Units Price Total ($)  
-------------------------------------------------------------------------  
MicroShape Console \*\* \*\* \*\*  
UniShaper \*\* \*\* \*\*  
UltraShaper \*\* \*\* \*\*  
Tubing \*\* \*\* \*\*  
-------------------------------------------------------------------------  
 Subtotal 11,911,575.00  
  
Keratome Blades  
-------------------------------------------------------------------------  
 ACS \*\* \*\* \*\*  
 UltraShaper \*\* \*\* \*\*  
 Hansatome \*\* \*\* \*\*  
 Moria CB \*\* \*\* \*\*  
 Moria LSK-1 \*\* \*\* \*\*  
-------------------------------------------------------------------------  
 Subtotal 8,141,640.00  
 Year 1 Total 20,053,215.00  
  
  
 Year 2 Total Transfer  
 Units Price Total ($)  
-------------------------------------------------------------------------  
MicroShape Console \*\* \*\* \*\*  
UniShaper \*\* \*\* \*\*  
UltraShaper \*\* \*\* \*\*  
Tubing \*\* \*\* \*\*  
------------------------------------------------------------------------  
 Subtotal 17,238,000.00  
  
Keratome Blades  
-------------------------------------------------------------------------  
 ACS \*\* \*\* \*\*  
 UltraShaper \*\* \*\* \*\*  
 Hansatome \*\* \*\* \*\*  
 Moria CB \*\* \*\* \*\*  
 Moria LSK-1 \*\* \*\* \*\*  
  
-------------------------------------------------------------------------  
 Subtotal 12,102,480.00  
 Year 2 Total 29,340,480.00  
  
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