

GrandVision

Supplier Code of Conduct

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INTRODUCTION – COMPANY & PURPOSE

COMPANY

GrandVision N.V. (hereafter referred to as “**GrandVision**”) is the result of the merger of two great names in the optical world – Pearle Europe B.V. and GrandVision S.A. Pearle Europe B.V. came into being in November 1996 with the acquisition of Pearle Netherlands from US-based Pearle Vision Inc. By acquiring strong local retailers, the Pearle Europe Group has entered new markets almost every year since. This expansion has also included countries in Latin America and Asia. GrandVision S.A. was launched in France in 1989 through the creation of a new brand called GrandOptical. In the early 1990s, GrandVision S.A. continued to introduce new brands bringing strong international expansion.

From 1 January 2011, Pearle Europe B.V. and GrandVision S.A., both owned by HAL Holding N.V., combined under a new parent company – GrandVision B.V., now GrandVision N.V. a public limited company under the laws of the Netherlands, listed at the Dutch stock exchange EURONEXT since 2015. GrandVision is an international optical group of companies, companies which, directly or indirectly, are controlled by, or are under common control of GrandVision (the “**GrandVision Group**” or “**Group**”), offering some of the strongest retail brands in every local market of presence. At the end of 2018, Grandvision operated more than 7000 own, franchise or associate stores in 44 countries across Europe, Latin America and Asia.

GrandVision is a leading worldwide optical retailer operating multiple brands in diverse formats. The GrandVision headquarters are at Schiphol in the Netherlands. In addition to own stores, some of the GrandVision brands include master and individual franchises, as well as joint ventures in several countries. This approach allows the optician partners of GrandVision to benefit both from the strength of the GrandVision brands, systems, processes and scale, while, at the same time, maintaining their status as independent entrepreneurs.

GrandVision’s prime objective remains unchanged: to target and develop markets proactively by providing outstanding customer benefits and service experience and based on that delivering strong growth through a combination of organic expansion and acquisition. Experts in all areas of optics, GrandVision professionals are committed to creating the best possible value for our customers – striving for excellence in everything they do and therefore earning the GrandVision customers’ lifetime loyalty.

All companies which are part of the GrandVision Group from time to time, fall under the GrandVision Supplier Code of Conduct. The list below contains some of the companies of the GrandVision Group but is not exhaustive:

- Atasun Optik, Turkey, atasunoptik.tr
- Topsa Productos Opticos, Peru, topsa.com.pe
- Optissimo, Italy, optissimo.it
- Lensmaster, Russia, lensmaster.ru
- Optica2000, Spain, www.optica2000.com
- Masvision, Spain, grupomasvision.es
- MultiOpticas, Portugal, multiopticas.pt
- GrandOptical Portugal, Portugal, grandoptical.pt
- Vision Express SP Sp. z o.o., Poland, visionexpress.pl
- Interoptik, Norway, interoptik.no
- Brilleland, Norway, brilleland.no

- Sunglass Island, Mexico, sunglassisland.com
- Opticas Lux s.a. de c.v., Mexico, lux.mx
- Avanzi Holding S.r.L., Italy, avanzi.com
- Pearle Luxembourg S.à r.l., Luxembourg, grandoptical.be
- Reliance - Vision Express Private Limited, India, visionexpress.in
- F-O Optika-Foto Kft, Hungary, vision-szuperoptika.hu
- GrandOptical Greece, Greece, grandoptical.gr
- Apollo-Optik GmbH & Co KG, Germany, apollo.de
- Solaris International, solaris-sunglass.com
- GrandOptical France, France, grandoptical.com
- Générale d'Optique, France, generale-optique.com
- Keops, Finland, keops.fi
- Instru optiikka Oy, Finland, instru.fi
- Nissen, Finland, nissen.fi
- GrandOptical Czech Republic, Czech Republic, grandoptical.cz
- Synoptik A/S, Denmark, synoptik.dk
- OPTIPRODUCTOS SAS (LAFAM), Colombia, lafamvisioncenter.com.co
- Opticas Rotter & Krauss Limitada, Chile, ryk.cl
- Vision Express Bulgaria EOOD, Bulgaria, grandvision.com
- Grandoptical Belux, Belgium, grandoptical.be
- Pearle Belgium, Belgium, pearle.be/
- Pearle Österreich GmbH, Austria, apollo.de
- +Visión Argentina, Argentina, grandvision.com
- Pearle Netherlands, Netherlands, pearle.nl
- Eyewish Netherlands, Netherlands, eyewishgroeneveld.nl
- Charlie Temple, Netherlands, charlietemple.com
- Vision Express U.K., United Kingdom, visionexpress.co.uk
- +Visión Uruguay, Uruguay, grandvision.com
- Visilab SA, Switzerland, visilab.ch
- Synoptik Sweden AB, Sweden, synoptik.se
- Fototica, Brazil, grandvision.com
- For Eyes, USA, foreyes.com

What is the purpose of the GrandVision Supplier Code of Conduct?

GrandVision operates in a world driven by constantly changing trends, and therefore we continuously innovate and adapt our business model and develop eye care products and services that meet the needs of our customers. Furthermore, GrandVision always acknowledged the responsibility it has towards economic development, improving the quality of life of our customers and employees, and creating value in the communities in which we are present.

Ethics in entrepreneurial business is fundamental for the good working and credibility of GrandVision towards its shareholders, clients, third party suppliers and, more generally, towards the entire economic context in which it works. A collaborative and constructive approach to our third party suppliers is therefore an essential ingredient in this process, as is the ongoing alignment of our business, CSR ambitions and strategies to meet our stakeholders' needs and continue creating value.

The Board of GrandVision has therefore approved the Supplier Code of Conduct which aims to confirm and fix in a document the principles of correctness, loyalty, integrity and transparency in behavior and in the way of operating and conducting relations towards suppliers and based on which GrandVision selects its suppliers.

In order to provide for its needs in relation to the manufacture of products, GrandVision started a supply relationship with the supplier (hereafter referred to as the "**Supplier**"), governed by separate Contracts and/or Orders (hereafter referred to as the "**Supply**").

Relationship"). The Supplier Code of Conduct is applicable to all Supply Relationships with Suppliers, regardless of the type of goods or services the Supplier provides.

The GrandVision Group has engaged the Supplier, on the assumption and upon condition of the carrying out of the Supply Relationship and its willingness and ability to adhere to the principles set out in the Supplier Code of Conduct. Supplier has accepted, to follow this Supplier Code of Conduct.

I. GENERAL PRINCIPLES

The addressees of the Supplier Code of Conduct must adhere to the following guidelines:

- To act in observance of the law and regulations, which are in force in all countries in which GrandVision operates, with reference to the local or international laws in place for each supplier;
- To treat clients, shareholders, employees, suppliers, the surrounding community and the institutions that represent it, as well as any third party with whom they have relations for professional reasons, with honesty, correctness, impartiality and without prejudice;
- To compete fairly with competitors on the market;
- To protect the health and safety of oneself and others;
- To monitor and, where necessary, reduce the potentially harmful effects on the environment of the activities carried out;
- To maintain the confidentiality of information concerning GrandVision Group;
- To operate in line with the principles that each operation or transaction has to be correctly registered, authorized, verifiable, legal, coherent and consistent;
- To use intellectual property with respect for their purpose and in such a way as to promote their preservation and good working.

II. BUSINESS RELATIONS WITH SUPPLIERS

a. Supplier Relationship

The relations with Suppliers, including financial and consultancy contracts, are regulated by the rules of this Code of Conduct and are subject to constant and attentive monitoring by the GrandVision Group itself.

The Group uses Suppliers that operate in accordance with the regulations in force and asks them to respect the principles detailed in this Code of Conduct. Suppliers selection and purchasing conditions must be based on an objective evaluation of the quality and price of the goods and services offered and of the capacity to supply and guarantee goods and services quickly and at levels that are appropriate for the Group's needs. A supplier must never be chosen over another due to personal relations, favoritism or other advantages, other than those that are exclusively of interest and benefit to the GrandVision Group.

All expenses including air tickets, train tickets and hotel accommodation must be covered by the GrandVision Group. Gifts and favors of any kind from suppliers cannot be accepted unless they are clearly of symbolic value.

b. Legal Compliance

GrandVision expects Supplier to adhere to and respect any applicable national, international law, regulation, rights, codes and convention including – but not limited to – this Code of Conduct, GDPR, competition law, intellectual property rights, any laws on anti-corruption, fraud and money

laundering, Moreover GrandVision expects:

- Suppliers, its employees, representatives, agents and contractors to refrain from offering, promising or giving any bribe to GrandVision employees, representatives, agents, contractors or any other party whether directly or indirectly. Suppliers are expected to refrain from encouraging or expecting GrandVision employees, representatives, contractor or agents or its own employees, representatives, contractor or agents to offer a bribe or other undue advantage.
- Supplier, its employees, representatives, contractor or its agents will avoid any situation whether direct or indirect which could possibly or will constitute a conflict of interest.
- Suppliers, its employees, agents or contractors to refrain from making facilitating payments. GrandVision promotes measures to eliminate such practices, and applicable laws and regulations must be complied with at all times. Supplier must at all times be alert to the possibility of fraud and refrain from fraudulent practices as defined in the jurisdiction(s) where the Supplier is operating. The term fraud generally encompasses different types of irregularities. Examples of fraud are embezzlement, theft, money laundering, forgery, misappropriation, false representation, concealment of material facts, tax evasion, corruption, market abuse and extortion, but also wrongful or improper use of Supplier's resources or misuse of rank, position or authority.
- Respect GrandVision's or any third party intellectual property rights and only use such right as agreed between said parties and not use or let such right be used in any way it damages the reputation of GrandVision or such third party or infringes any other party's intellectual property right.

III. HEALTH, SAFETY, ENVIRONMENT, LABOR

a. Health and Safety

The GrandVision Group, at every level, guarantees the physical and moral integrity of its workers, working conditions that respect individual dignity and a safe and hygienic working environment, in full respect of the regulations in force concerning the prevention of accidents at work and protection of workers in accordance to the local laws of operations.

Supplier is committed to act fairly and with integrity towards its employees and is expected to comply with all applicable local rules and regulations.

Supplier will do all that is reasonable and practicable to:

- Protect the health and safety of employees and contract labor and minimize any adverse work conditions.
- Implement safe and healthful work practices to prevent injury, illness and property damage.
- Minimize occupational exposures to potentially hazardous materials and unsafe work conditions by maintaining appropriate safety systems and effective controls.
- Implement an emergency response program that addresses the most likely anticipated emergencies.
- Train managers and employees to assure their continued commitment to their own health and safety and that of their co-workers.
- Involve employees at all levels in the health and safety program; assure their accountability for injury and illness prevention.

b. Product Safety

The chains within the GrandVision Group purchase and sell their products not only to satisfy functional requirements and aesthetical taste, but also respecting the most strict safety and quality regulations and laws applicable in the countries the GrandVision Group companies operate.

c. Protection of the Environment and Sustainability

Supplier is committed to act fairly and with integrity towards its stakeholders and is expected to comply with all applicable local rules and regulations.

The environment is a fundamental asset for the community that the GrandVision Group wishes to contribute towards safeguarding. For this purpose, GrandVision undertakes its activities in such a way as to seek a balance between economic initiatives and environmental needs, respecting the requirements of the law and applicable regulations, seeking to cooperate as much as possible with Public Authorities that carry out checks, surveillance and protection of the environment.

Supplier contributes to the process of protecting the environment. In particular, if a supplier is involved in the production processes they need to pay great attention to avoid any illegal dumping or emission of harmful materials and deal with industrial waste materials that are considered most hazardous in accordance with the specific rules.

d. Labor

Supplier is committed to act fairly and with integrity towards its stakeholders and is expected to comply with all applicable local rules and regulations.

CHILD LABOR

Supplier must not employ children in violation of convention C.138-1973 and C.182-19 of the International Labor Organization. This especially comprises the prohibition of the worst forms of child labor as defined in C.182-1999, Article 3 i.e. slavery, serfdom and trafficking of children. The minimum age for admission to employment must not be less than the age of completion of compulsory schooling and, in any case, must not be less than 15 years. The minimum age for admission to any type of work or employment which by its nature is likely to jeopardize the health or safety of young workers must not be less than 18 years. In case of minor age labor, Supplier must take immediate remedial action in consultation with GrandVision, considering the interests of the children employed. This action will include:

- Minimally acceptable employment conditions for the children employed (such as education, working hours, wages, medical facilities etc.);
- The obligation of the Supplier not to employ any more children;
- A time period within which the supplier will comply with the conventions mentioned above.

FORCED LABOR

Employment must be freely chosen. Under no circumstances will Supplier make use of forced or bonded labor (ILO Convention C029 and C105) – such as forced labor performed by persons placed in an institution, or compulsory labor including labor as a means of political coercion or education – to design, manufacture or assemble products and services for GrandVision.

RIGHT TO ORGANIZE

Supplier must recognize and respect the freedom of its employees to choose whether or not to establish or to associate with any organization of their own choosing (including labor unions) without Suppliers' prior authorization (ILO Convention C087 and C098). The employment of a worker will not be contingent upon the condition that he/she not join a union or be forced to relinquish trade union membership. Furthermore, union membership will not be the cause for the

dismissal of – or otherwise prejudice against – a worker. Supplier will not interfere with or finance labor organizations or take other actions with the intent of placing such organization under the control of the Supplier.

COLLECTIVE BARGAINING

Supplier will respect – within the framework of law, regulations and prevailing labor relations and employment practices – the right of its employees to be represented by labor unions and other employee organizations. Supplier will engage in negotiations, either on their own behalf or through employers' associations, with a view toward reaching agreement on employment.

DISCRIMINATION

Supplier will treat its employees equally in employment and occupation, and will ensure that each has equal opportunities (ILO Convention C100 and C111). Supplier will offer equal pay for equal work performed at equal levels. No form of harassment or discrimination in respect of employment and occupation will be tolerated, such as discrimination based on race, color, gender, age, language, sexual orientation, religion, political or other opinion, national, social or ethnic origin, birth, physical ability or health condition.

IV. PROTECTION OF CONFIDENTIAL AND PRIVILEGED INFORMATION, PROTECTION OF PERSONAL DATA AND CYBERSECURITY

a. Definitions

For purposes of this Chapter, the following terms shall have the meaning set forth below:

Confidential and Privileged Information shall mean Confidential Information, Contracts and Orders.

Confidential Information shall mean any information of whatever nature which is not public or publicly available related to GrandVision Group provided by GrandVision or by any company of the Group both orally or in written form to the Supplier for the purpose of carrying out the Supply Relationship. In detail, "Confidential Information" shall mean:

(i) any and whatsoever information, patentable or non-patentable or however protected according to law, related to the creation and manufacture of the products and/or of the parts, including information related to materials, planning, manufacturing process, technical development, design, moulds, equipment, trademarks and logos as well as

(ii) any and whatsoever information related to GrandVision and/or to the Group, such as: economic and financial situation of GrandVision and of any other company of the Group; any information related to GrandVision's or any of the Group companies' corporate structures; any commercial information; identity of the trademarks owners and the details of their relationship with GrandVision and/or with any company of the Group. The Confidential Information can be contained in any and whatsoever media, on paper, processed or digital, such as, for example, in documents, designs, photographs, prototypes, technical notes, floppy disks, CD-rom, and can also be verbally transferred by the GrandVision Group to the Supplier.

(iii) For the purposes of this Code of Conduct, information communicated in whatever manner by the Supplier to the GrandVision Group or however generated by the Supplier during the execution of a Contract or of an Order is also to be considered Confidential Information, as well as the products and the parts made by the Supplier to execute the supply relationship, until their first release on the market by the GrandVision Group.

Contracts shall mean sales agreements, supply agreements and any other agreements, which deal with obligations related to the results, in connection with the products and/or the parts, containing quality standard requirements, indication of prices, terms of payment, return conditions, delivery terms and place of delivery agreed between GrandVision Group and the Supplier, as well as any other information for the management of the relationship between the Parties;

Order/s shall mean any and whatsoever documents issued by the GrandVision Group and transmitted to the Supplier, contained in whatsoever media – on paper, magnetic, digital, and so on – and however named, containing the description of particular conditions of supply, such as: type and quantity of products and/or parts, type of processing, terms of payment, return conditions, terms and place of delivery, type of packaging.

b. Protection of Confidential and Privileged Information

The Parties are obligated to maintain confidentiality after the end of the supplier relationship for a period as defined in the Confidentiality and Non-Disclosure Agreement or CNDA they have entered into. By entering into suitable contractual arrangements with the employees and agents working for it, the Supplier shall ensure that these persons, too, refrain for an unlimited period of time from any exploitation, disclosure or unauthorized recording of such trade and business secrets for their own purposes.

The Supplier shall bind itself, as well as its employees, representatives and internal and external collaborators, to refrain from disclosing, releasing or revealing to third parties, either directly or indirectly, or even through a third party, entity or company, the Confidential and Privileged Information, and to carefully protect it, and to maintain reserved the existence and the content of the Supply Relationship. Moreover, it is intended that the Supplier shall have the right to use the Confidential and Privileged Information for the purpose of the proper execution of the Supply Relationship only, and shall not be entitled to use it for the development of its own research and/or of its own manufacturing process, even if it is carried out through a third party on the Supplier's behalf. In any event, it is intended that the Confidential and Privileged Information shall remain the exclusive property of GrandVision Group. The Supplier shall be liable for any and whatsoever breach of this chapter and the confidentiality and non-disclosure agreement committed by one of its representatives, employees and/or internal and external collaborators, and shall bear, at its own expense, any necessary efforts, including, but not limited to, legal proceedings, to prevent its representatives, employees and/or collaborators who have access to Confidential and Privileged Information from disclosing it and/or from using it in such a manner that this Agreement may be infringed.

In the event of termination of the Supply Relationship for whatsoever reason or cause, the Supplier undertakes to return to the GrandVision Group, on request, all of the Confidential and Privileged Information received, including all related supports and/or paper documents, with no right to keep copies as well as possible remaining materials, including samples. It also undertakes to destroy any product proofs and any part of products and/or parts which are defective, giving documentary evidence of the destruction to the GrandVision Group. It is intended that, notwithstanding the above, the Supplier, its representatives, collaborators and/or employees shall continue to be bound to the confidentiality obligations as long as 5 years after the termination of the Supply Relationship.

c. Protection of Personal Data and Cybersecurity

The protection and correct processing of Personal Data is very important for GrandVision. This concerns both Personal Data of employees and customers. For the avoidance of doubt, Personal Data are all data relating to identified or identifiable natural persons or data subjects. Personal Data that is encrypted or hashed is still identifiable as Personal Data. Personal Data that is anonymized, according to applicable IT security standards, no longer qualifies as Personal Data.

As part of its Data Protection program, GrandVision strives to comply with the provisions of the

EU's General Data Protection Regulation or GDPR. It also expects its Suppliers to respect its national data protection laws and regulations as well as to respect the provisions of the EU's General Data Protection Regulation in the event and to the extent the Supplier processes data of European Citizens. In the event Supplier processes Personal Data of GrandVision employees and/or consumers, the Supplier will be requested to enter into a Data Processing Agreement with GrandVision.

As part of its Data Protection program, GrandVision also emphasizes the importance of information protection and cybersecurity. GrandVision also expects its Suppliers to implement adequate measures for the processing of confidential and personal data. In accordance with the provisions of Chapter V of this Code of Conduct, GrandVision reserves the right to audit Supplier's information processes to verify the nature and adequacy of security measures implemented by Supplier.

V. RIGHT TO AUDIT

The Supplier undertakes to let the GrandVision Group or its representatives, employees or collaborators have access to the plants where the products or parts are manufactured, in order to investigate the proper accomplishment of the obligations provided for in this agreement and in the relevant contracts.

Upon prior arrangement with the Supplier, the GrandVision Group will have the right to carry out, either itself or through an agent, quality as well as Code of Conduct audits in the Supplier's business premises during normal business hours without interfering with the Supplier's business operations. The quality and Code of Conduct audits serve the purpose of examining and assessing the efficiency and accuracy of the Quality Management system, especially of the test methods, as well as the social responsibility standards as stated in the Code of Conduct. The Supplier shall assist the GrandVision Group as best possible in the performance of such audits and, in particular, place a technically qualified member of staff at the disposal. The performance of the quality audits will not affect the sole responsibility of the Supplier for the quality of the products manufactured and supplied.

The Supplier shall advise the GrandVision Group without undue delay of any changes in production processes, materials, parts obtained from suppliers and/or test methods, as well as of any relocation of production sites. Such changes require the prior consent of the GrandVision Group. The GrandVision Group will advise the Supplier of whether the changes necessitate a new inspection of samples and/or audit.

The Supplier shall notify the GrandVision Group without undue delay in writing and propose changes if the Supplier discovers deteriorations in quality, i.e., an increase in defects as to quality. The GrandVision Group will advise the Supplier of whether the changes necessitate a new inspection of samples and/or audit.

VI. BREACHES REPORTING

Any occurrence of a breach of the law and/or company regulations or of this Code of Conduct must be promptly notified in writing and by name to the GrandVision Group Headquarter in Schiphol. The notifications will be fully investigated and, should a breach be found, suitable sanctions will be applied. Anyone finding proof of breach may also use the GrandVision Whistleblower Procedure to report this. Details of the GrandVision Whistleblower Procedure and applicable contact information can be found on GrandVision's corporate website www.GrandVision.com.

I. SANCTIONS, LIABILITY, DAMAGES

Any breach of the provisions of this Code of Conduct constitutes misconduct or non-fulfilment of contractual obligations, with the consequences of the law and contract, also in accordance with Dutch civil code or with the corresponding local laws applicable in each country where our Group companies are operating. For Addressees observance of the Supplier Code of Conduct represents a condition for the continuation of the Supply Relationship. It is understood that any violation by the Supplier of the rules contained in GrandVision's Supplier Code of Conduct will damage the trust relationship with the GrandVision Group and that the Supplier will thus be subject to the relevant sanctions, included the immediate termination of the supply relationship.

In the event of a breach of the obligations set forth within the GrandVision's Supplier Code of Conduct, the GrandVision Group companies may refuse to accept and pay for any service to be provided or is provided and may refuse to accept and pay the products – in case products have been delivered, the GrandVision Group companies have the right to return the products at Suppliers cost and an indemnity equal to the cost of the merchandise, incidental expenses and business loss can be requested. Direct and indirect damages for the GrandVision Group resulting from the breach can be requested directly from the Supplier or its group company (legal entity) responsible for the breach – even if the breach is by one of its employees and the top management of the company was not aware. Claims from customers, consumers or any other third party to the GrandVision Group companies based on the breach can be requested directly from the Supplier's group company (legal entity) responsible for the breach – even if the breach is by one of its employees and the top management of the Supplier's group company was not aware.

The Supplier is obligated to indemnify and hold the GrandVision Group harmless from and against third party claims arising from product liability which are due to a defect of products supplied by the Supplier if and to the extent that the Supplier is responsible for the product defect and the damage sustained according to the principles of product liability law. This does not affect further claims of the GrandVision Group.

Under the same conditions, the Supplier is obligated to reimburse the GrandVision Group also and in particular for expenses resulting from or in connection with precautions taken by the GrandVision Group against its being held liable under product liability law, especially expenses resulting from product warnings, an exchange of products or product recalls. To the extent possible and reasonable, the GrandVision Group shall advise the Supplier of the nature and scope of the

measures to be taken and give the Supplier the opportunity to comment thereon. The Supplier shall make its best efforts to assist the GrandVision Group with the measures to be taken and take all reasonable measures ordered by the GrandVision Group.

The Supplier hereby undertakes to produce, after the GrandVision Group company's request, all relevant certificates proving that adequate insurance policies have been taken out with solvent insurance companies, and that premiums have been paid.

The Supplier shall be liable, with respect to the GrandVision Group companies, and/or all third parties, in particular private individuals, consumers' groups, and official supervisory bodies, for direct or consequential damage of all kinds caused to them by its business activities, in particular due to non-compliance or defectiveness of the products. It shall be liable, on this basis alone, for any breach which may be asserted against it.

The Supplier is obligated to take out and maintain a product liability insurance policy applicable in the European Union with an indemnity limit appropriate to the products or with the usual indemnity limit, but at least with the minimum indemnity limit prescribed by law, as well as a product recall insurance policy applicable in the European Union with an indemnity limit appropriate to the products. The Supplier assigns to the GrandVision Group already now all claims arising from the product liability insurance and all ancillary rights.

The GrandVision Group accepts this assignment already now. Should an assignment not be permitted according to the insurance contract, the Supplier hereby irrevocably instructs the insurance company to make payments, if any, exclusively to the GrandVision Group. If so requested, the Supplier shall provide the GrandVision Group with evidence of its having taken out a product liability insurance policy and product recall insurance policy.

II. FINAL PROVISIONS

The present Code of Conduct governs the supply of all products and services by the Supplier to the GrandVision Group companies or to third parties specified by the GrandVision Group companies.

- 1) No amendments or additions to this Code of Conduct shall be valid if they are not made in writing and signed for acceptance by both Parties. The failure to promptly enforce or exercise any right under this Code of Conduct does not in and of itself constitute a waiver of that right. However, no extensions to legal or contractual deadlines shall result as a consequence.
- 2) With regard to confidentiality, the obligations and undertakings under this Code of Conduct shall be valid for the entire duration of the Supply Relationship and shall last for a further period of five 5 years from the expiration and/or termination for any reason of said supply relationship.
- 3) Apart from what is provided for under the Supply Relationship and the right to claim for any and whatsoever damages, the infringement by the Supplier of one of the obligations provided under this Code of Conduct could cause the immediate termination of the Supply Relationship under any and whatsoever effect provided by law, including the right for the GrandVision Group to claim for damages, effective from the receipt of the notice by

registered mail return receipt requested.

- 4) This Code of Conduct is effective as of the effective date of the agreement laying done the Supply Relationship between GrandVision and Supplier it is part of and until it has been revised and/or terminated.
- 5) Should any provision of the present Code of Conduct be or become invalid or impracticable in whole or in part or should there be found to be a gap, this shall not affect the validity of the remaining provisions hereof. Instead of the invalid or impracticable provision, such valid and practicable provision shall be deemed agreed upon as comes closest to the purpose of the invalid or impracticable provision. In the event of a gap, such provision shall be deemed agreed upon as corresponds to what would have been agreed upon according to the purpose of the present agreement had the contracting Parties considered the matter from the outset.
- 6) This GrandVision Supplier Code of Conduct overwrites all the current existing Code of Conducts between Supplier and the GrandVision Group. If current Code of Conducts between Supplier and the GrandVision Group has additional chapters not being covered by this Code of Conduct, these remain valid.

CODE OF CONDUCT COMPLIANCE STATEMENT

Between

_____, with registered office in _____,

tax code no. _____

(hereinafter referred to as "Supplier")

and

GrandVision N.V., a company duly incorporated under the Law of the Netherlands, with its registered office at The Base, Evert van de Beekstraat 1-80, Tower C, 6th floor, 1118 CL Schiphol, The Netherlands, (hereinafter referred to as "**GrandVision**"), acting for itself and on behalf of each and every GrandVision Group companies ;

(hereinafter collectively referred to also as the "Parties")

Statement

Supplier declares to have received a copy of the GrandVision Supplier Code of Conduct and declares to have reviewed its contents. Supplier further undertakes to comply with the terms and conditions of the GrandVision Supplier Code of Conduct.

For and on behalf of:

[Supplier name]

Name: _____

Title: _____

Date: _____