

EFFECTIVE DATE: OCTOBER 16, 2021

1. INTRODUCTION

VSP Global®, is a complementary group of leading companies, working together to meet and exceed the needs of eye care professionals, clients, employees, and more than 80 million members (collectively referred herein as “**Client(s)**”). Combining the strength and expertise of each of these companies, VSP Global (“**VSP®**” or “**our**”) provides benefits, services, products, and solutions that are unparalleled in the optical industry.

This VSP Supplier Code of Conduct (“**Code of Conduct**”) demonstrates the commitment of VSP to conduct its relationships with VSP vendors, suppliers, consultants, business partners, and other stakeholders (“**Supplier(s)**,” “**you,**” or “**your**”) in a fair and ethical manner consistent with all applicable laws and the highest ethical business practices and standards. Suppliers are responsible to ensure that they and their employees, workers, representatives, suppliers, and subcontractors (collectively, “**Supply Chain**”) comply with this Code of Conduct and render all products and services to VSP in an ethical and lawful manner.

2. RESPONSIBILITIES OF VSP SUPPLIERS

2.1. SAFETY AND ENVIRONMENTAL CONSIDERATIONS

The health and safety of our Clients and everyone associated with our business is of the utmost importance to VSP. Accordingly, you shall provide a safe, healthy, and sanitary working environment. You shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, that are not specifically addressed in this Code of Conduct. In addition, your approach to safety shall include operating in an environmentally responsible and resource-efficient manner.

As a Supplier to VSP, you must always:

- Comply with applicable health, safety, and environmental laws and regulations.
- Apply safe work practices to all activities and strive to instill safety and environmental considerations in your work environments and processes.
- Focus on accident prevention and minimizing exposure to health risks.
- Develop and implement emergency response plans and procedures.
- Develop, implement, and maintain environmentally responsible business practices.
- Work to deliver sustainable and efficient goods, services, and solutions.

2.2. CONFLICTS OF INTEREST

At VSP, we are transparent in our business dealings and avoid situations that could lead to a conflict of interest or otherwise lead others to question VSP business objectivity. A “conflict of interest” exists when conduct or a relationship presents an actual or perceived conflict with VSP interests. All actual

or perceived conflicts of interest shall be disclosed by you to VSP prior to commencing business or whenever they arise.

Examples of situations that might create a conflict of interest include, but are not limited to:

- An employee, officer, or director of VSP, or members of his or her family, receives anything of value from you or your Supply Chain that could inappropriately influence VSP business decisions or cause you to gain an unfair advantage.
- An employee, officer, or director of VSP owns a significant financial interest in you or your Supply Chain. A significant financial interest is any economic interest, including any interest as an owner, partner, stockholder, or holder of debt that might influence or appear to influence judgment. Investments that amount to 1% or more of the outstanding shares of a publicly traded company, or that are of such a dollar amount or percentage of net worth that could reasonably create the perception of a conflict, are generally considered significant.
- You or your Supply Chain has a family or other close personal relationship with a VSP employee, officer, or director of who has influence over your engagement with us.
- A VSP employee, officer, or director renders service or provides a benefit (with or without compensation) as a director, officer, employee, or consultant to you or your Supply Chain.

Suppliers shall avoid giving gifts to VSP employees, except for advertising or promotional items of nominal value.

2.3. OBSERVANCE OF COMPETITION AND ANTI-TRUST RULES

VSP is committed to conducting its business in full compliance with anti-trust and anti-corruption laws.

As a Supplier to VSP, you must always:

- Comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and all applicable local anti-bribery laws and not make, authorize, or offer any bribes, kickbacks, or payments of money or anything of value to anyone, including without limitation, officials, employees, or representatives of any government or public or international organization, your Supply Chain, or any other third party (whether in the public or private sectors) for the purpose of obtaining or retaining business, of influencing any other favorable business decision related in any way to VSP or its business even if doing so is common business practice or legal under local laws.
- Avoid agreements or actions that unreasonably restrain trade, are deceptive or misleading, or unreasonably impair fair competition, including in your Supply Chain.
- Compete honestly and fairly in a lawful and ethical manner.
- Refuse any request from a VSP employee or representative, which you reasonably believe is or may be (or may be perceived to be), a request to make a solicitation, bribe, kickback, or other corrupt payment to a third party (i.e., a Client, or government official) and promptly let VSP know.
- Provide supporting data or information to VSP when requested.

2.4. INCLUSION AND DIVERSITY

VSP is committed to providing a workplace free of unlawful harassment that fosters inclusion and diversity and doing business with Suppliers and the Supply Chain who strive to do the same.

As a Supplier to VSP, you must always:

- Provide fair and equal treatment to all in hiring, promotion, training, compensation, termination, and disciplinary action.
- Comply with all applicable laws, regulations, and policies governing anti-discrimination and harassment, wage and hour, recruitment, and employment contracts.

- Where feasible, deliver goods and services that are accessible to everyone, including those with disabilities in accordance with applicable accessibility standards, including without limitation Web Content Accessibility Guidelines (WCAG) found here: www.w3.org and the Section 508 amendment to the U.S. Rehabilitation Act and the like.
- Make reasonable efforts to ensure that small and diverse suppliers are provided the maximum practicable opportunity to participate in your Supply Chain. To the extent you identify or track your Supplier Diversity Spend (as defined below), you shall, upon request by VSP, provide spend data by certification type for the most recently available financial quarter. "Supplier Diversity Spend" shall mean the amount invoiced by and paid to companies in your Supply Chain that are certified as a: (i) Minority Business Enterprise (MBE); (ii) Women's Business Enterprise (WBE); (iii) Veteran Business Enterprise (VBE) or Disabled Veteran Business Enterprise (DVBE); (iv) Lesbian, Gay, Bisexual and Transgender Business Enterprise (LGBTBE); and/or (v) Small Business Enterprise (SBE).

You must never:

- Discriminate on the basis of race, color, national origin, ancestry, sex (including pregnancy, childbirth, and medical conditions related to pregnancy or childbirth), religious creed, religion, age (for persons 40 and older), disability (mental or physical, including HIV and AIDS), veteran status, medical condition (cancer and genetic characteristics), marital status, sexual orientation, gender, gender identity and expression, genetic information, denial of Family and Medical Care Leave, or any other protected status.

2.5. DRUG AND ALCOHOL-FREE WORKPLACE

VSP expects you to comply with the requirements of the Drug-Free Workplace Act and other similar local applicable laws and regulations and to maintain a drug-free workplace. You shall prohibit the illegal use, possession, solicitation, manufacture, distribution, dispensation, transfer or sale of controlled substances, as well as the unauthorized consumption or possession of alcoholic beverages and abuse of prescription drugs on VSP premises or while working on VSP business. Neither you nor your Supply Chain shall report to work or conduct VSP business while impaired or under the influence of controlled substances or alcohol, or are otherwise impaired or intoxicated, whether from legal or illegal substances.

2.6. HUMAN RIGHTS

VSP respects and protects the rights of its Clients and for the people in the communities where we do business.

As a Supplier to VSP, you must always:

- Treat all your workers with dignity and respect.
- Support and respect human rights and avoid any involvement in human rights abuses.
- Conduct all operations in a socially responsible, harassment-free, and non-discriminatory manner.
- Comply with applicable laws concerning equal opportunities, child labor, forced labor, human trafficking, working hours, fair wages, freedom of association, and collective bargaining.
- Ensure that the confidentiality of Supplier and employee whistleblowers is maintained and that they are protected against retaliation.

2.7. INTEGRITY OF FINANCIAL AND PERFORMANCE RECORDS

VSP relies on accurate information and reliable records and maintenance of internal controls to make responsible business decisions and comply with all applicable laws and related regulatory and other legal requirements, including without limitation general accepted accounting principles ("GAAP"). As a Supplier to VSP, you must always:

- Comply with all applicable auditing, accounting, and financial disclosure laws, including but not limited to the U.S. Securities Exchange Act of 1934 and the Sarbanes-Oxley Act of 2002.
- Engage in honest and accurate recording and reporting of information in accordance with GAAP.
- Keep accurate and complete records as required or otherwise requested by VSP.

You must never:

- Make false, overstated, artificial or misleading entries, or omissions in any system, book, or record for any reason.

2.8. TRADE AND EXPORT CONTROL

VSP complies with all international trade laws and regulations that apply to us wherever we conduct business.

As a Supplier to VSP, you must always:

- Understand and comply with applicable laws and regulations relating to export, trade, non-proliferation, and arms control.
- Understand and comply with any applicable trade sanctions.
- Ensure that products supplied to VSP or our Clients do not contain metals as defined in Section 13(p) of the Securities Exchange Act of 1934 and Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (collectively, “**Conflicts Minerals Regulations**”).
- Include appropriate provisions regarding Conflicts Minerals Regulations in all agreements with the Supply Chain.

You must never:

- Participate in boycotts or other restrictive trade practices prohibited or penalized under United States or applicable local law.

2.9. MONEY LAUNDERING PREVENTION

VSP is committed to complying with applicable anti-money laundering and anti-terrorism laws. VSP only conducts business with reputable Clients and Suppliers involved in legitimate business activities with funds derived from legitimate sources and expects you to conform to these same standards.

2.10. SECURITY AND PRIVACY

VSP is committed to complying with the applicable provisions of all federal, state, or local laws or ordinances, and all orders, rules, and regulations issued thereunder; including, without limitation, any such laws or regulations relating to the privacy, security, integrity, and availability of personal and personal health information (“**PHI**”) (collectively “**Personal Data**”), or restrictions on the processing, movement, or transfer of such personal data in accordance with applicable health and privacy laws (collectively, “**Privacy Laws**”).

As a Supplier to VSP, you must always:

- Comply with the VSP Security and Information Protection Plan (SIPP).
- When in receipt of PHI, comply and ensure the Supply Chain complies, with the Health Insurance Portability and Accountability Act (“**HIPAA**”) requirements.
- Enter into any additional agreements or adhere to any additional contractual terms and conditions relating to Personal Data as VSP may instruct in writing that it deems necessary to address applicable Privacy Laws, including any required agreements for jurisdictions that have restrictions pertaining the processing or transfer of Personal Data, and here Supplier provides any Personal Data to VSP.

2.11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

VSP handles various types of proprietary, confidential, and private information belonging to our Clients and Suppliers. VSP access and use of such data is restricted for only its intended purpose.

As a Supplier to VSP, you must always:

- Protect VSP and our Client's proprietary information; protect its confidentiality and use such information only as it is authorized and intended.
- Employ, and cause the Supply Chain to employ, adequate internal controls in work processes and security measures for all computer systems, portable electronic devices, laptops, and other storage devices to ensure the safety of information that VSP and our Clients entrust you with.
- Comply with the VSP Security and Information Protection Plan (SIPP).

2.12. MARKETING AND PUBLICITY

As a global eye care services provider, VSP handles media and official social media interactions at the corporate level. All requests for media interaction undergo a corporate review and approval process.

As a Supplier to VSP, you must always:

- Ensure any broad communication about VSP or our work together, including but not limited to: (i) use of VSP name, trademarks, service marks, logos, or copyright-protected works (whether or not registered); (ii) marketing materials, including customer lists; (iii) press releases, (iv) social media posts and/or (v) media interviews, are, in each case, formally approved prior to use, publication or broadcast by VSP Corporate Communications department. In no event shall you release any statement that specifically identifies any VSP Clients or their use of VSP services.

2.13. ELIGIBILITY TO PARTICIPATE IN FEDERAL AND STATE HEALTHCARE PROGRAMS

VSP will not conduct business with you if you are or become excluded, debarred, or ineligible to participate in federal or state healthcare programs such as Medicare and Medicaid, or if your officers, directors, or employees are or become excluded from participating in federal or state healthcare programs. You are responsible for taking all necessary steps to ensure you and your Supply Chain are eligible to participate in federal and state healthcare programs, including, but not limited to, conducting periodic checks of the Office of Inspector General's List of Excluded Individuals/Entities (LEIE) and General Services Administration's System for Award Management (SAM) databases.

2.14. FRAUD, WASTE, AND ABUSE (FWA)

You shall, within five (5) business days of becoming aware of an actual, suspected or potential compliance concern, or actual, suspected or potential fraud, waste, and abuse ("FWA") by you or your Supply Chain, report such compliance and FWA concerns to VSP. These reports may be made to the VSP Fraud, Waste and Abuse Investigative Unit via the toll-free number **800.877.7236**. Reports may also be submitted to: Fraud Investigations Unit/Internal Audit, VSP, 3333 Quality Drive, Rancho Cordova, CA 95670. VSP will promptly investigate any such reports and you are expected to fully cooperate in such investigations and, where appropriate, in taking corrective actions in response to confirmed violations.

The Federal False Claims Act and similar state laws make it a crime to present a false claim to the government for payment. These laws also protect "whistleblowers"—people who report noncompliance or fraud, or who assist in investigations, from retaliation. VSP policy prohibits retaliation of any kind against individuals exercising their rights under the Federal False Claims Act or similar state laws.

2.15. WORKPLACE SEARCH POLICY

In keeping with the spirit and intent of the VSP goal to safeguard the property and safety of our Clients, VSP reserves the right to inquire about and/or inspect any of your possessions (including, but not limited to: lockers, desks, bags, boxes, packages, purses, backpacks, and/or computers) while on VSP premises. Suppliers who refuse to cooperate in an inspection or are found to be in possession of stolen property or items prohibited by VSP policy (e.g., illegal drugs, weapons), will not be permitted to enter the premises and/or will be required to leave.

2.16. INFECTIOUS DISEASE GUIDELINES

Due to the highly contagious nature of infectious diseases including coronavirus diseases (e.g., COVID-19), MRSA, influenza, and any other infectious disease, and to ensure the health and safety of VSP and its Clients, you are required to adhere to the following guidelines while on VSP premises or while working on VSP business.

As a Supplier to VSP, you must:

- Comply, and ensure your Supply Chain complies, with all applicable health safety requirements established by the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO), CalOSHA, FedOSHA, and other applicable public health agencies.
- **Only allow those members of your Supply Chain to enter VSP premises who are fully vaccinated against COVID-19 (and its variants).** Generally, individuals are considered “fully vaccinated” two weeks after their second dose in a two-dose series (such as the Pfizer or Moderna vaccines), or two weeks after a single-dose vaccine (such as the Johnson & Johnson vaccine).
- Facilitate, monitor, and maintain documentation around COVID-19 vaccine compliance for your Supply Chain and ensure all members of your Supply Chain are prepared to provide proof of COVID-19 vaccination upon entering VSP premises, if requested. Documentation around COVID-19 vaccine compliance by you and your Supply Chain shall be provided to VSP upon the reasonable request of VSP.
- Ensure your Supply Chain is provided with appropriate Personal Protective Equipment (PPE), such as face coverings, and that such PPE is worn at all times while on VSP premises.
- Ensure your Supply Chain adheres to physical distancing directives and engages in other healthy behaviors while on VSP premises (such as hand washing, disinfecting surfaces, and covering coughs and sneezes).
- Ensure any member of your Supply Chain who feels sick stays home and does not enter VSP premises if they have symptoms including fever, cough, difficulty breathing, body aches, chills, or a new loss of sense of smell or taste.
- Report to VSP all members of your Supply Chain who test positive for COVID-19 within fourteen (14) days of being present on VSP premises and obtain such individual’s consent to have their name used for purposes of contact tracing efforts.

In the event VSP determines, or reasonably believes, you or your Supply Chain are out of compliance with the foregoing guidelines, VSP reserves the right, in addition to any other rights or remedies VSP may have, to deny entry to VSP premises and/or require your Supply Chain to immediately leave VSP premises, as applicable.

2.17. SALES SOLICITATIONS

VSP handles the acquisition of goods and services at the corporate level. Accordingly, all VSP Suppliers shall direct sales and marketing activities to VSP Corporate Procurement and Travel department at supplierinquiries@vsp.com. Neither Supplier, nor its Supply Chain, shall initiate any unsolicited contact with a VSP employee for purposes of selling and/or marketing products or services to such individuals. Additionally, Supplier shall honor all opt-out requests received from VSP employees within ten (10) days of receipt.

2.18. LABOR AND EMPLOYMENT LAWS

Supplier shall comply, and shall ensure that its Supply Chain complies, with all applicable labor and employment laws including, but not limited to: (i) immigration laws (including Section 274A (e) of the Immigration and Nationality Act, the Immigration Reform and Control Act of 1986, and collection and maintenance of all necessary documentation, including I-9's, visas, and/or work authorizations), (ii) equal employment opportunity laws (including prohibitions against discrimination, harassment, and retaliation based on any protected status or conduct), (iii) engagement in the interactive process and provision (at Supplier's expense) of reasonable accommodations as required under applicable law, (iv) wage-and-hour laws (including, as applicable, requirements regarding the payment of overtime and minimum wage, payment for all hours worked and provision of required meal and rest break periods), (v) workers' compensation laws, and (vi) requirements to maintain personnel and other employment records.

2.19. TERMINATION

VSP may immediately terminate its business relationship (including any purchase order(s) and contracts) with Supplier if Supplier or its Supply Chain fails to meet this Code of Conduct.

3. HOW TO RAISE A QUESTION OR CONCERN

Subject to local laws and any legal restrictions applicable to such reporting, each VSP Supplier is encouraged to inform VSP promptly of any concern related to this Code of Conduct affecting VSP, whether or not the concern involves the Supplier, as soon as the Supplier has knowledge of such an occurrence. VSP Suppliers also agree to take such steps as VSP may reasonably request to assist VSP in the investigation of any such occurrence involving VSP and the Supplier.

To report a concern or violation of this Code of Conduct, please contact VSP Ethics and Compliance line at **877.349.7494**. Reports can be made anonymously.



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