

TERMS AND CONDITIONS FOR SUPPLY AND DISTRIBUTORSHIP

The Supplier shall mean the Supplier as **set out in item no.1 of the Particulars**

The Distributor shall mean the Distributor as **set out in item no.2 of the Particulars**

(collectively, the "**Parties**" and each, a "**Party**").

WHEREAS:

- (A) The Supplier has granted the Distributor exclusive right to distribute the Products within the Territory.
- (B) The Distributor is involved in the wholesale of optical lenses, spectacles and other related products in the Territory.
- (C) The Parties wish to enter into this Agreement to set out the basis upon which the Supplier will supply and the Distributor will exclusively distribute the Products in the Territory, during the term of this Agreement.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions have the following meaning unless the context otherwise requires:

"Affiliate" shall mean, with respect to a Person, (a) any Person controlling, controlled by or under common control with such Person, and (b) any Person who is a shareholder, director or officer of such Person or of any Person described in clause (a) above.

"Agreement" shall mean this supply and distributorship agreement, as it may be amended from time to time as mutually agreed by the Parties, together with its Schedules.

"Business Day" shall mean any day that is not a Saturday, Sunday or national holiday in the Territory.

"Commencement Date" shall mean the date set out in *Item Error! Reference source not found. of the Particulars*

"Confidential Information" means any non-public information disclosed by or through the Supplier to the Distributor, whether in writing, orally or by other means, and whether marked "Confidential" or otherwise, including, but not limited to any information relating to this Agreement and its terms and conditions and, (a) information traditionally recognised as proprietary trade secrets, (b) all forms and types of financial, business, marketing, or economic, scientific or technical information including business or marketing plans, business techniques or strategies, whether tangible or intangible, and however stored, compiled, or memorialized whether physically, electronically, graphically,

photographically, or in writing, which is identified as confidential and/or proprietary, and (c) all copies of the foregoing.

"control" shall mean the possession, direct or indirect, of fifty percent (50%) or more of the voting stock of a Person, or the power to nominate the majority of the board of directors of such a Person.

"Distributor Representatives" shall have the meaning set out in Clause 13.3.

"Extension Term" shall have the meaning set out in *Item 12 of the Key Commercial Terms*

"Force Majeure" shall mean any event reasonably beyond a Party's control, which could not be reasonably foreseen by that Party on the date of execution of this Agreement and which cannot be avoided or overcome at a reasonable additional cost.

"Initial Term" shall have the meaning set out in *Item No 11 of the Key Commercial Terms*

"Intellectual Property Rights" means copyright (including rights in databases and computer software), moral rights, related rights, patents, supplementary protection certificates, utility models, trademarks (including the Trademarks), trade names, service marks, rights in design, database rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions, whether patentable or not) and other similar rights (whether registered or not) and applications for such rights as may exist anywhere in the world;

"IP Claims" shall have the meaning set out in Clause 13.7(b).

"Lenses Branding Guidelines" shall refer to the branding guidelines set out in *Error! Reference source not found.*, as the same may be amended from time to time.

"Marketing Materials" shall have the meaning set out in Clause 13.7(e).

"Permitted Purpose" Shall have the meaning set out in Clause 17.1.

"Products" shall mean the ophthalmic lenses and coatings branded with the Trademarks and manufactured, produced or supplied by the Supplier, a list of which is set out in SCHEDULE 1, including any new products, as may be agreed in writing between the Parties, to be added to the list.

"Quarter" shall mean a three (3) month period commencing on any of January 1, April 1, July 1 or October 1 of a given year and ending on the day before the first day of the subsequent Quarter.

"Retailers" shall mean optical retailers selling the Products to end-customers.

"Supplier's Intellectual Property" means any and all Intellectual Property Rights embodied in or applied to the Products, including the Trade Marks and (if any) sales systems or other systems used in connection with the sale of the Products.

"Sell-off Period" shall mean (if any) the period allowed by the Supplier to the Distributor to continue to deal in the Products even after termination or expiry as per clause 16.3 which shall not exceed more than one year, unless otherwise a shorter or longer period is decided by the Supplier and notified to the Distributor in writing at its sole option.

"Surviving Clauses" shall mean Clauses 14, 15, 17, 18, 20, 20.

"Term" shall mean the Initial Term and any Extension Term.

"Territory" shall have the meaning set out in *Item 2 of the Key Commercial Terms*.

"Trademarks" shall mean the trademarks and logos owned by or used by Supplier

"Security Deposit" shall have the meaning set out in clause 6 of this Agreement.

1.2 In this Agreement, a reference to:

- (a) any statute or statutory provision includes:
- (b) that statute or statutory provision as from time to time modified, re-enacted or consolidated, whether before or after the date of this Agreement;
- (c) any past statute, statutory provision, subsidiary legislation or regulation (as from time to time modified, re-enacted or consolidated) which such statute or statutory provision has directly or indirectly replaced; and
- (d) any subsidiary legislation or regulations made from time to time under that statute or statutory provision, except to the extent that any such statute or statutory provision modified, re-enacted or consolidated after the date of this Agreement would create or increase the liability of any Party under this Agreement;
- (e) **"this Agreement"** includes all amendments, additions, and variations thereto agreed between the Parties;
- (f) **"person"** shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency (notwithstanding that **"person"** may sometimes be used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning;

- (g) **"day"**, **"month"** or **"year"** is a reference to a day, month or year respectively in the Gregorian calendar;
- (h) **"written"** and **"in writing"** include any means of visible reproduction;
- (i) **"Clauses"**, and **"Schedules"** are to the clauses of, and the schedules to, this Agreement (unless the context otherwise requires); and
- (j) **"paragraph"** is a reference to a paragraph of the Clause or the Schedule, as the case may be, in which such reference appears.

1.3 Unless the context otherwise requires:

- (a) words importing the singular shall include the plural and *vice versa* and words importing a specific gender shall include the other genders (male, female or neuter); and
- (b) the use of the words **"including"** or **"including without limitation"** followed by one or more examples is intended to be illustrative and shall not be construed restrictively to limit the scope or extent of the description or term in respect of which the examples are provided.
- (c) The Schedules form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement.
- (d) The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.
- (e) Anything or obligation to be done under this Agreement which is required or falls to be done on a stipulated day shall be done on the next succeeding Business Day, if the day upon which that thing or obligation is required or falls to be done falls on a day which is not a Business Day.

2 RIGHT TO DISTRIBUTE

2.1 The Supplier hereby grants to the Distributor, and the Distributor hereby accepts, subject to the terms and conditions expressed in this Agreement, the right to market and sell the Products in the Territory for the Term.

2.2 The Distributor acknowledges that the Products are of a high technical quality and in the event the Distributor sells the Products to Retailers, the Distributor shall be responsible for ensuring that such Retailers comply with the Supplier's technical quality requirements.

2.3 The Distributor shall not, appoint Sub-distributors for the sale of the Products in the Territory, however with prior written consent of the Supplier.

3 RELATIONSHIP BETWEEN THE PARTIES

3.1 The Distributor shall sell exclusively in its own name and for its own account, in the Territory, the Products supplied by the Supplier.

3.2 It is expressly agreed that the relationship between the Supplier and the Distributor shall be solely that of buyer and seller. The Distributor undertakes that it shall not, act in the name of or on behalf of the Supplier without the prior written consent of the Supplier.

3.3 The Parties agree that in carrying out their respective obligations under this Agreement, they will each act in good faith.

4 OBLIGATIONS AND RIGHTS OF THE PARTIES

4.1 Compliance with Applicable Laws

(a) The Distributor undertakes it shall fully comply with all Applicable Laws (as defined in SCHEDULE 3) in performing its obligations under this Agreement. All of the Products shall be sold, marketed, distributed, advertised and otherwise promoted by the Distributor in accordance with Applicable Laws, and in accordance with the terms and conditions of this Agreement.

(b) Without prejudice to the generality of the foregoing Clause 4.1(a), the Distributor undertakes to comply with all requirements set out in SCHEDULE 3.

(c) The Distributor acknowledges that any failure by the Distributor to comply with this Clause 4.1 shall constitute a material breach of this Agreement.

4.2 Licences. The Party responsible for obtaining and maintaining any licences, permissions and consents in relation to the Products is specified in SCHEDULE 1.

4.3 Product Sales Promotion

(a) The Distributor undertakes to:

- (i) use commercially reasonable efforts to promote, distribute, market and sell the Products throughout the Territory, in accordance with the terms of this Agreement and to effectively promote and develop the Products in the Territory;
- (ii) take and maintain adequate steps to achieve retailer and consumer satisfaction (including without limitation, carrying out timely and complete fulfilment of accepted purchase orders, providing timely response to its customers and maintaining a sufficient level of stocks to meet demand from end-customers); and

(iii) maintain a team of well-trained sales and support staff capable of promoting, selling and supporting the Products.

(iv) Agrees to integrate his system with that of Supplier without any demur.

(v) Provide adequate support to the Supplier for any promotional campaigns that are launched by the Supplier and adhere to the terms and conditions of such promotional campaign.

(b) Stock Level - After Sales Service – Reporting. The Distributor shall, at its own expense:

(i) maintain a stock of Products sufficient to meet normal needs in respect of the Territory for the entire duration of the Term and comply with (if any); and

(ii) provide a reasonable level of after-sales service in the Territory in respect of all the Products.

(c) The Distributor shall provide the Supplier with detailed figures regarding the Products sales and inventory, as set out in **item 5 of the Key Commercial Terms**

4.4 Exclusivity

The Distributor shall deal exclusively in Supplier's Products and shall not, without any prior written consent, represent, manufacture, market or sell any products which are in competition with the Products during the Term of this Agreement.

4.5 Information

(a) The Distributor shall diligently keep the Supplier informed as to the Distributor's activities and market conditions within the Territory and shall furnish its report to the Supplier in a reasonable format and periodicity to be agreed upon between the Parties.

(b) The Distributor shall promptly comply with any reasonable written requests for information made by the Supplier.

(c) The Supplier shall provide the Distributor with all information reasonably required by the Distributor to carry out its obligations under this Agreement including, without limitation, any information regarding a material decrease in the Supplier's supply capacity.

(d) In the event of any change in any Applicable Laws which may have a material adverse effect on the conditions of supply or the matters contemplated under this Agreement, the Distributor shall diligently and promptly keep the Supplier informed of: (i) the laws and regulations which are applicable in the Territory in relation to the Products (including, without limitation, import regulations, labelling, technical specifications and safety requirements); and (ii) insofar as they are relevant to the Supplier, the laws and regulations concerning the Distributor's activities.

5 SECURITY DEPOSIT

Supplier may on demand and at its sole option ask Distributor to deposit any sums as interest free Security Deposit. Any such Security Deposit amount shall be refunded to Distributor upon expiry or earlier termination of this Agreement. However, Supplier shall be entitled to deduct from the Security Deposit any amounts that are due from Distributor to Supplier.

6 GENERAL SALE CONDITIONS

The general sale conditions shall apply to all sales of the Products by the Supplier to the Distributor pursuant to this Agreement. To the extent that they are inconsistent with any of the provisions of this Agreement, the provisions of this Agreement shall prevail.

7 DIRECT SALES BY THE SUPPLIER

7.1 The Distributor shall, in the event that it does not want or does not have the ability to sell certain Products to a third party for whatever reason, promptly refer such business to the Supplier for a possible direct sale by the Supplier to that third party. For the avoidance of doubt, the Distributor shall not be entitled to any commission from the Supplier for these sales.

7.2 The Distributor acknowledges that the Supplier reserves the right to appoint other distributors outside of the Territory and that unless otherwise provided in this Agreement, online sales of Products in the Territory may be done by any Affiliate of the Supplier or by another distributor of the Products located outside of the Territory. The Distributor also acknowledges that direct sales of Products in the Territory may be made by Affiliates of the Supplier.

8 NO SALES OUTSIDE THE TERRITORY

8.1 The Distributor shall not sell or export the Products to any third parties located, or which the Distributor reasonably believes to be located, outside the Territory, including sale or export via the internet. The Distributor shall pass on to the Supplier all inquiries for Products received from any third parties located outside the Territory. The Distributor shall not advertise the Products or establish any branch or maintain any distribution depot for distribution of the Products outside the Territory.

9 RESALE PRICES

9.1 The Distributor shall have complete discretion to designate its resale prices of the Products Provided That the Distributor shall not give its Retailers or end-customers such pricing policies that would or would

reasonably be expected to adversely affect the image of the Products

9.2 The Supplier and its Affiliates may, from time to time, publish suggested resale prices for the Products based on the Supplier's assessment of the overall market, conditions, and with a view to better position the Products vis-à-vis competing products. Any suggested resale price does not constitute an agreement on such prices, express or implied, between the Supplier or its Affiliates, on one hand, and the Distributor on the other. Subject to Clause 10.1 above, the Distributor remains free to sell the Products at whatever prices it independently determines to be most appropriate.

10 TARGETS AND OBJECTIVES

The Parties agree the sales forecasts and target objectives (if any) shall be as set out in SCHEDULE 2.

11 REPRESENTATIONS AND WARRANTIES

11.1 Each Party represents and warrants that it has obtained all necessary consents (and in particular, board approval) in order to lawfully enter into, exercise its rights and perform and comply with its obligations under this Agreement.

12 COMPLIANCE WITH LAWS

12.1 The Distributor represents and warrants the matters set out in SCHEDULE 3.

12.2 The Supplier undertakes no obligation to make any delivery under this Agreement if the Supplier has knowledge of or reason to believe there is any direct or indirect involvement between the Distributor and any Blocked Person (as defined in SCHEDULE 3).

13 INTELLECTUAL PROPERTY

13.1 The Distributor hereby acknowledges and agrees that the Supplier's Intellectual Property are the exclusive property of Supplier (or its licensors, as the case may be).

13.2 Subject always to the due and timely performance by the Distributor of its obligations under this Agreement and to the terms and conditions of this Agreement, the Supplier hereby grants to the Distributor a non-exclusive, non-transferable and non-sub licensable (save in accordance with Clause 13.3 below) licence to the Distributor to use the Supplier's Intellectual Property provided by the Supplier to the Distributor pursuant to this Agreement, in the Territory for the term of this Agreement, for the sole purpose of allowing the Distributor to carry out its obligations under this Agreement and to market and sell the Products in the

Territory. Unless otherwise agreed between the Parties, the consideration for the rights granted by the Supplier under this Agreement shall be included in the selling price of the Products.

13.3 The licence set out in Clause 13.2 above is personal to the Distributor and does not include any right to assign or otherwise transfer such a right, save that the Distributor may grant a sub-licence to its affiliates and agents ("**Distributor Representatives**") to use the Supplier's Intellectual Property for the sale of the Products, as contemplated under this Agreement. The Distributor shall be jointly and severally be accountable to the Supplier for any use of the Supplier's Intellectual Property by the Distributor Representatives.

13.4 The Distributor will comply, and will procure its affiliates, agents to comply with the provisions of this clause and Schedule 3 and such further directions from the Supplier in relation to the use of the Supplier's Intellectual Property. The Distributor shall further:

- (a) not apply for registration of: (i) any of the Supplier's Intellectual Property (including any Intellectual Property Rights that are confusingly similar to the Supplier's Intellectual Property), in any part of the world;
- (b) not use or exploit any Intellectual Property Rights that are confusingly similar to the Supplier's Intellectual Property;
- (c) not make any representation or do any act or omission which may be taken to indicate that it has any right, title or interest in or to the ownership or use of the Supplier's Intellectual Property except under the terms of this Agreement;
- (d) only use the Supplier's Intellectual Property in connection with genuine Products in accordance with the terms and conditions of this Agreement, and only as required for the purposes of this Agreement;
- (e) not do anything that may adversely affect the Supplier's Intellectual Property;
- (f) not:
 - (i) deface or alter the Products (or the packaging thereof);
 - (ii) remove or modify any labels, instructions, Trademarks, copyright notice or other business identifiers applied to or furnished in connection with the Products; and
 - (iii) affix to the Products (or the packaging thereof) any labels or signs not previously approved in writing by the Supplier; and
 - (iv) immediately stop using any advertising or promotional material or packaging if requested by the Supplier to do so.

13.5 The Distributor will, at the Supplier's request, give to the Supplier (or the Supplier's authorised representative)

any information as to Distributor's use of the Supplier's Intellectual Property which the Supplier may reasonably require and Distributor shall render any assistance reasonably required by the Supplier in maintaining the registrations of the Supplier's Intellectual Property.

13.6 Audit. The Distributor shall, upon reasonable written notice by the Supplier in advance, permit duly authorized employees or agents of the Supplier to carry out inspections at any reasonable times during the Distributor's normal business working hours, in order to assess the compliance by the Distributor with the compliance of the terms and conditions of this Agreement.

13.7 Infringement

- (a) The Distributor shall as soon as it becomes aware thereof, give the Supplier in writing, full particulars of any actual, pending or threatened, claim or infringement in respect of any Supplier's Intellectual Property (including, without limitation, any claim that any Trademark is invalid or that use of such Trademark infringes any right of a third party or that the Trademarks are otherwise attacked or attackable in the Territory), or any other use of the Supplier's Intellectual Property which amounts or might amount to passing-off in the Territory ("**IP Claim**").
- (b) The Supplier (or its licensors, as the case may be) shall have conduct of any IP Claim and may take whatever action it, in its sole discretion, decides in connection with such IP Claim. For the avoidance of doubt, nothing herein obliges the Supplier (or its licensors, as the case may be) to take any action in respect of the IP Claim.
- (c) The Distributor shall make no comment or admission in respect of any IP Claim to any third party without the prior written consent of the Supplier.
- (d) The Distributor shall, at the request of the Supplier, give reasonable co-operation and assistance to the Supplier (or its licensors, as the case may be) from time to time in connection with any IP Claim, and the Supplier shall reimburse the Distributor for any reasonable expenses incurred by the Distributor in doing so, if agreed in writing and in advance by the Supplier and upon production of receipts by the Distributor.
- (e) Any advertisement or marketing campaign carried out by the Distributor (including television, print, PR, sales, talk or sales aids, products claims, digital materials, promotion plan, etc) (the "**Marketing Materials**") relating to the Products and/or using the Trademarks will be made in accordance with the prior written agreement of Supplier or using the Marketing Materials provided by the Supplier to the Distributor from time to time. Distributor shall not modify the Supplier's Marketing Materials without the prior written approval of the Supplier.

14 TERM AND TERMINATION

14.1 Initial Term. This Agreement shall be effective from the Commencement Date and, unless earlier terminated in accordance with the terms of this Agreement, shall be valid for the duration of the Initial Term.

14.2 Renewal. Following the expiry of the Initial Term of this Agreement, Parties may mutually renew this Agreement for the Extension Term. In the event that there is no formal Extension Term agreed between the Parties, save for the Surviving Clauses, this Agreement shall terminate on expiry of the Initial Term or Extension Term (as the case may be).

14.3 Termination by Notice. Either Party upon serving a written notice of its intention to terminate on the other Party within the timeframe set out in **item 10 of the Key Commercial Terms**. This Agreement shall then terminate on the termination date set out in the termination notice.

Notwithstanding anything contained above, non serving of Termination Notice within the term will not invalidate the process of termination. IN such a situation, the Agreement shall automatically expire on the last date of the Term without any kind of liability to the Supplier.

If, however, pursuant to the expiration of the Term the Supplier and the Distributor carry on the business contemplated under this Agreement in good faith then such business relationship shall be governed by the terms and conditions of this Agreement, irrespective of its expiration or termination.

14.4 Termination for Breach. In the event of a breach of this Agreement by either of the Parties of its obligations arising out of this Agreement, the other Party may give notice to the defaulting Party specifying the breach and demanding that it be remedied within thirty (30) days of deemed receipt of such notice. In the event that the breach has not been remedied to the reasonable satisfaction of the non-defaulting Party on the expiry of the 30 day period, the non-defaulting Party may give notice to the defaulting Party that the Agreement be terminated with immediate effect.

14.5 Other Termination Events. In addition to all other remedies provided by law or specified in this Agreement, the Supplier may immediately terminate this Agreement, or any portion of it, and any outstanding and unperformed purchase orders it previously accepted hereunder, by providing notice of such termination to Distributor, upon the occurrence of any of the following events:

- (a) the Distributor going into liquidation whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation with the consent of the Supplier, such consent not to be unreasonably withheld) or if a petition shall be presented or an order made from the appointment of an administrator in relation to the

Distributor or if a receiver, administrative receiver, judicial manager or manager shall be appointed over any part of the assets or undertaking of the Distributor and such appointment is not revoked within 30 days from the date of such appointment or if any event analogous to any of the foregoing shall occur in any jurisdiction; or

- (b) the Distributor making a general assignment or any composition or arrangement with or for the benefit of its creditors; or
- (c) the Distributor selling, transferring, leasing or otherwise disposing of the whole or substantially the whole of its assets, rights and undertaking; or
- (d) the Distributor's breach of or failure to perform any of the terms, conditions, or covenants contained in this Agreement (e.g. delay in payment), or in any purchase order accepted by the Supplier in accordance with the terms of this Agreement; or
- (e) any change in ownership or control of the Distributor, including, but not limited to, the acquisition of ownership or control of Distributor by a competitor of the Supplier, without the prior written consent of the Supplier; or
- (f) in the event that the Distributor is directly or indirectly owned or controlled by a non-natural Person or non-natural Persons, any change in ownership or control of such direct or indirect owner(s) of the Distributor, including, but not limited to, the acquisition of ownership or control of such direct or indirect owner(s) of the Distributor by a competitor of the Supplier, without the prior written consent of the Supplier;
- (g) the Distributor ceasing to engage in business as a wholesale optical laboratory or to operate as a distributor of any of the Products; or
- (h) in case of termination of the Trademark License Agreement.

15 CONSEQUENCES OF TERMINATION

15.1 Return of Promotional Material. Upon termination of this Agreement for whatever reason, the Distributor shall return to the Supplier all promotional material and other documents and samples which have been provided by the Supplier and/or which are in the Distributor's possession.

15.2 Supplier's Option to Repurchase Stock. Upon termination of this Agreement for whatever reason, the Supplier may, at its sole discretion, repurchase any remaining Products in the Distributor's inventory. Provided that the stock is current, in new condition and in its original packaging, the Supplier shall purchase such stock at the price paid by the Distributor to the

Supplier for the same stock, less any applicable duties, taxes and transportation costs.

15.3 Sell-off Period. Upon termination of this Agreement for whatever reason, except as a result of a breach by the Distributor of the Supplier's Intellectual Property or as a result of Clause 14.5(h), any Products not purchased by the Supplier may continue to be sold by the Distributor in accordance with the terms of this Agreement for a maximum duration of the Sell-off Period (as the case may be).

15.4 Survival of Terms

- (a) Notwithstanding termination of this Agreement, insofar as the Distributor is holding Products in stock at the date of termination, the obligation of the Distributor to comply with the terms and conditions of this Agreement relating to the distribution of such Products shall survive unless and until all of the Products which it has in stock have been sold back to the Supplier in accordance with Clause 16.2 or have been sold, returned or otherwise disposed of in accordance with this Agreement.
- (b) The Surviving Clauses shall survive any termination of this Agreement for any reason.
- (c) Survival of Rights and Obligations. Termination of this Agreement for any reason whatsoever shall not affect any obligation of either Party having become due or accrued hereunder prior to the effective date of the termination. A Party's decision to terminate this Agreement shall not prejudice any right of such Party to claim against the other Party for any antecedent breach of this Agreement.

16 FORCE MAJEURE

16.1 Neither Party shall be in breach of this Agreement, nor incur any liability, to the extent any delay or failure in the performance of any obligation of that Party under this Agreement is caused by any Force Majeure and any time by which, or period within which, that obligation is to be performed shall be extended accordingly.

16.2 If either Party is, or considers that it is likely to be, affected by any Force Majeure, it shall promptly notify the other Party in writing of the nature and extent of the relevant circumstances and the expected duration of the affected Party's inability to perform its obligations under this Agreement.

16.3 A Party affected by any Force Majeure shall use all reasonable endeavours to prevent, avoid, overcome or minimise the effects of the Force Majeure.

16.4 If at any time a Party to this Agreement is prevented by any Force Majeure from performing any of its obligations under this Agreement for longer than sixty (60) days, the

other Party shall be entitled to terminate this Agreement forthwith upon written notice to the first Party.

17 CONFIDENTIALITY

17.1 Each Party agrees and undertakes that it shall:

- (a) keep the Confidential Information in complete confidence;
- (b) not use, or permit to be used, the Confidential Information for any purpose, other than the sole purpose of carrying out its obligations under this Agreement (the "**Permitted Purpose**");
- (c) not reproduce or copy any Confidential Information save as strictly necessary for the Permitted Purpose;
- (d) not disclose or make available the Confidential Information to any person save for its employees and entities within its control on a need-to-know basis provided that the Distributor shall notify such persons receiving the Confidential Information of the terms of this Clause 17 and procure their compliance with these terms. The Distributor remains responsible for any breach of this Agreement by such persons to whom it discloses the Confidential Information.

17.2 These confidentiality obligations shall remain valid for a period of five (5) years after the termination of the Agreement for whatever reason.

17.3 The restrictions in this Agreement shall not apply to information which Party having received the Confidential Information can prove, with irrefutable evidence that such information is:

- (a) already in the public domain or becomes publicly available through no breach of these terms and conditions by this Party;
- (b) lawfully received without any restriction on use or disclosure from a third party free to disclose such information to this Party;
- (c) in its possession at the time of disclosure by the other Party as shown by written evidence; or
- (d) independently developed by the Party or by its employees without reference to the Confidential Information.

17.4 In the event that this Agreement expires or terminates, the Distributor shall promptly return any documents and any other materials (including computer discs) containing any Confidential Information (proprietary or non-proprietary) received from the Supplier in connection with the transactions envisaged by this Agreement and, on request of the Supplier, shall confirm

that all copies made of the Confidential Information have been destroyed.

- 17.5 Each Party shall obtain written approval from the other prior to making any press release or public statement or announcement regarding this Agreement or any ancillary matter unless the release, statement or announcement is required by law or the rules of any recognised stock exchange. Any such required announcement shall in any event be issued only after prior consultation with the other Party as to its contents.

18 NOTICES

- 18.1 Any notice or other communication to be made under this Agreement (each, a "**Notice**") shall be made in writing and in the English language and delivered by hand or sent by prepaid registered mail or by a recognised courier service or by electronic mail to the relevant address of the other Party and marked for the attention of the person or department (if any) set out in this Clause 17 (or such other address as may be notified by a Party to the other from time to time), and shall be deemed to be duly served:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by prepaid registered mail, at the expiration of five (5) Business Days after the envelope containing the same shall have been posted;
- (c) if sent by electronic mail, at the time of despatch or sending, unless there is a transmission failure message; or
- (d) if sent by courier, at the expiration of three (3) Business Days after the package containing the same shall have been received by the relevant courier company.

- 18.2 In proving such service it shall be sufficient to prove that delivery by hand was made or that the envelope containing such Notice was properly addressed and posted as a registered mail or there was receipt of an electronic confirmation or reply that the electronic mail was successfully transmitted or the package containing such Notice was properly addressed and sent to the relevant courier company, as the case may be.

- 18.3 For the purposes of this Clause 17, each of the Parties shall from time to time notify the other Party in writing of any change in the physical or electronic mail address where such communication can be given. The initial addresses and contact details of the Parties are as set out in **Item 1 and 2 of the Particulars**.

19 MISCELLANEOUS

- 19.1 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their permitted successors, if any. Unless otherwise provided

herein, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties or their permitted successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement. Neither Party shall assign its respective rights hereunder without the prior express written consent of the other Party.

- 19.2 Severability. If in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions hereof. The Parties shall negotiate to replace the affected provision by a provision which is legal and enforceable and which achieves the economic effects of the affected provisions to the extent permitted by Applicable Laws.

- 19.3 Entire agreement. This Agreement together with any other documents referred to in this Agreement constitutes the entire agreement between the Parties in relation to the subject matter of this Agreement.

- 19.4 Co-operation of the Parties. Each Party shall do all acts and things and shall execute and seal any and all instruments and documents reasonably required by the other Party or by the terms of this Agreement to effectuate and implement any or all terms, provisions and purposes hereof or of any agreement referred to herein and the Parties shall procure that all third parties under their control shall do likewise.

- 19.5 No partnership. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or to authorise either Party to act as agent for the other and neither Party shall have any authority to act in the name or on behalf of or otherwise to bind the other in any way.

- 19.6 Amendment. This Agreement shall be amended or altered only by a written agreement signed by both Parties.

- 19.7 Waiver. No waiver by either Party of any default or failure on the part of the other Party in performance of any of its obligations under this Agreement shall be effective unless in writing, nor shall it be construed as a waiver of any other or subsequent default.

- 19.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered shall be an original, but such counterparts shall together constitute one and the same agreement.

- 19.9 Language. This Agreement is written in the English language only. Any translations of this Agreement into any other languages shall be for convenience of the Parties only and shall in no way affect the interpretation

of this Agreement. All communications, written or otherwise, between the Parties, in relation to this Agreement, shall be conducted in the English language, unless otherwise required by Applicable Laws, in which case such non-English language communication shall be accompanied by an English language translation thereof.

19.10 Inadequacy of Damages. Without prejudice to any other rights or remedies that the Supplier may have, the Distributor acknowledges and agrees that damages alone will not be an adequate remedy for any breach by the Distributor of the provisions of this Agreement and that accordingly the Supplier shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or any actual breach of the provisions of this Agreement.

19.11 Indemnity. Distributor agrees to indemnify, defend and hold Supplier harmless from any and all claims resulting from, arising out of or related to (i) the Distributor's breach of any representation, warranty, covenant or agreement under this Agreement and/or (ii) the Distributor's negligent act or omission or wilful misconduct in connection with its obligations under this Agreement or its distribution of Products.

19.12 Schedules to prevail. In the event of any inconsistency between the terms of this Agreement and the Schedules, the terms of the Schedules shall prevail.

20 GOVERNING LAW AND DISPUTE RESOLUTION

20.1 The governing law of this Agreement shall be the laws of the Republic of India.

20.2 In the event of any dispute, controversy or difference which may arise between the Parties, out of, in relation to, or in connection with the interpretation or application of this Agreement, or any breach hereof, the Parties will attempt to resolve and settle the matter by mutual consultation in good faith; failing agreement thereof, all disputes, controversy, difference or claim arising out of or relating to the Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration. The arbitration will be held in accordance with and subject to the provisions of the Indian 'Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and language will be in English and place of arbitration is in Bengaluru.

20.3 Subject to the conditions contained above, the Courts of Bangalore shall have exclusive jurisdiction for any

dispute arising between the parties pursuant to this Agreement.

20.4 The proceedings will be conducted in the English language.

20.5 In the event that the dispute resolution forum is arbitration, the arbitration award rendered by the arbitrator(s) will be final and binding on the Parties.

SCHEDULE 1. CURRENT PRODUCTS LIST

SCHEDULE 2. FORECASTS, SALES OBJECTIVES, INVENTORY, STOCK LEVEL

2.1 Item 1. Sales forecasts

Three (3) months prior to the end of each calendar year, the Distributor shall submit in writing, in a format jointly agreed by the Parties, a business plan, including strategy, marketing plan, and volume forecast of the Products for the coming year, and other items which may be requested by the Supplier (the "**Business Plan**"). The yearly forecast shall be updated on a monthly basis. The Business Plan may be a part of the annual budget prepared for the Distributor's board approval.

2.2 Item 2. Target objectives – Value commitments

The Distributor shall achieve at least 80% of the sales defined in the Business Plan.

For the year 2020-2022 target objectives shall be negotiated in good faith and may be amended by mutual agreement between the Parties on a quarterly basis. It being clarified that in the event such agreement is reached and executed between the Parties on a quarterly basis it shall automatically become a part of this Agreement without there being the need for any additional agreement to give effect to the same. It shall be read *co-terminus* with this agreement. Any new understanding on target objectives which is agreed and signed will override the existing one.

If the Distributor does not achieve the Target Objective, as defined in this Agreement, the Supplier reserves the right to cancel the exclusivity of distribution granted to the Distributor in the Territory (if any) or to consider such non-achievement as a breach of this Agreement.

2.3 Item 4. Reporting

The Distributor shall provide unconditional support in implementation of the Supplier software/using Supplier ordering and reporting portals for his business in order to ensure monthly reporting of sales of the end of each month broken down by the categories which shall include but not be limited to the following:

- Product
- Product category
- Customer
- Country

SCHEDULE 3. COMPLIANCE

1. The Distributor acknowledges the Supplier's Code of Ethics and Guidelines to prevent bribery and corruption, accessible on the website www.essilor.com.

2. In this SCHEDULE 3, the following words and expressions have the following meaning unless the context otherwise requires:

"Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977, as amended, the United Kingdom Bribery Act 2010, as amended, Prevention of Corruption Act 1988, as amended, which prohibits the conferring of any gift, payment or other benefit on any Person or any officer, employee, agent or adviser of such Person, or which has as its objective the prevention of corruption and/or bribery.

"Anti-Money Laundering Laws" means those laws, regulations and sanctions that (a) limit the use of, and/or seek the forfeiture of, proceeds from illegal transactions, (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers, supporters of weapons proliferation or otherwise engaged in activities contrary to the interests of Singapore, United States, India or other applicable countries, (c) may require the Distributor to obtain information on the identity of, and source of funds for purchase of Products, or (d) are designed to disrupt the flow of funds to terrorist organisations.

"Applicable Laws" means, with respect to any person, any and all applicable treaties, legislation, laws, regulations, codes, rules or rulings, orders, or any form of decisions issued by, or requirements of, governmental, statutory, regulatory, supervisory bodies (including without limitation, Anti-Corruption Laws, Anti-Money Laundering Laws, tax, embargoes and economic sanctions, competition law, environment, transport, security, human rights regulations –including anti-slavery, child labour, human trafficking laws data protection and privacy laws and regulations) or any court or tribunal with competent jurisdiction, whether in the Territory or elsewhere, as amended or modified from time to time, and to which such person is subject.

3. The Distributor represents, warrants and undertakes the following:

a) that it has conducted and will conduct its activities in accordance with all Applicable Laws and regulations in the Territory. The Distributor represents that no part of the fees to be paid under this Agreement shall be used, directly or indirectly, for

any improper payments to any private person or company or to any governmental official or employee, political party, official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage;

b) that neither it nor any of its shareholders, directors and employees is or will be:

- i. a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control, U.S. Department of Treasury ("**OFAC**") (an "**OFAC Listed Person**");
- ii. directly or indirectly owned 50% or greater in the aggregate of one or more OFAC Listed Persons;
- iii. a Person designated as a subject to financial sanctions under the European Union's Common Foreign and Security Policy (as confirmed by the consolidated list maintained by the European External Actions Service (an "**EU Listed Person**"), and /or specified on the sanctions lists issued by the competent EU Member State authorities (an "**EU Member State Listed Person**"); or
- iv. a department, agency or instrumentality of, or is otherwise a Person controlled by or acting on behalf of or at the direction of, directly or indirectly, (A) any OFAC Listed Person, EU Listed Person, EU Member State Listed Person or (B) any other Person subject to applicable sanctions,
- v. (each OFAC Listed Person, EU Listed Person or EU Member State Listed Person and each other entity described in paragraphs b(ii) and b(iv), a "**Blocked Person**").

c) That neither the Distributor nor any of its shareholders, directors and employees has or will have any direct or indirect investments in, or is engaged in or will be engaged in, any direct or indirect dealings or transactions with, any Blocked Person.

4. Audit. The Distributor shall, upon reasonable written notice by the Supplier in advance, permit duly authorized employees or agents of the Supplier to carry out inspections at any reasonable times during the Distributor's normal business working hours, in order to assess compliance by the Distributor to this Schedule.