EssilorLuxottica

2023

Employee Guide

CONTENTS

ABOUT THIS GUIDE **5**

ESSILORLUXOTTICA: SEE MORE, BE MORE AND LIVE LIFE TO ITS FULLEST **6**

Diversity, Equity, & Inclusion 6

Help the World See Together With the OneSight EssilorLuxottica Foundation 6

HIRING & WORK PRACTICES **7**

Employment-at-will (United States Only, excluding Puerto Rico) 7

Discrimination, Harassment and Retaliation Prevention 7

Open Door Policy 8

Accommodations 9

Conflicts Of Interest And Workplace Relationships 10

Immigration Law Compliance (United States Only, including Puerto Rico) 12

Drug and Alcohol Free Workplace 12

Visitors 13

Workplace Violence and Weapons 13

Domestic Violence 14

Smoking and Tobacco Use 14

Dress Code 14

PERSONAL DATA PROTECTION **14**

Access to Personal Data and Security Precautions 15

Health Insurance Portability and Accountability Act (HIPAA) 16

Reporting 16

PROTECTION OF COMPANY ASSETS **16**

Asset Protection 16

Management of Business Records 16

Brand Integrity/Product Distribution 16

Use of Company Property 17

Corporate Information Technology and Data Security 17

Mobile Devices 18

Use of Company Name/Trademark 19

Group Corporate Communications Policy 20

Social Media 20

Solicitation And Distribution 21

Workplace Searches and Monitoring 21

EMPLOYMENT RELATIONSHIP **22**

Employment Status 22

Wage Payment 22

Pay Transparency Non-Discrimination 22

Non-Exempt /Hourly Employees 22

Expense Reimbursement 23

Exempt/Salaried Employees 23

Payroll Deductions * 24

Reporting Payroll Errors and Questions 24

Electronic Payments 24

Work Schedules 25

Attendance 25

Attendance and Pay during Emergency Closings 25

Meal Periods and Rest Breaks 25

Transfers 26

Performance Management 26

Termination of Employment 28

Resignation 28

Return of Property, Final Pay and Post-Employment Benefits 28

Personnel Files 28

Employment Verification and References 28

CONTENTS

WORK ENVIRONMENT **29**

Safety, Health and Environmental 29

Occupational Incidents, Injuries and Illnesses 29

LEAVES OF ABSENCE 29

Family Medical Leave Act (FMLA) 29

Paid Family Leave 31

Military Leave 32

Company Medical Leave 32

Personal Leave 33

Bereavement Leave 33

Jury Duty Leave 34

Crime Victim Leave 34

Time Off to Vote 35

Additional Leaves of Absence not listed in This Guide 35

EMPLOYEE BENEFITS **35**

Paid Time Off (PTO) 35

Flexible PTO 37

Holidays 39

Health & Welfare Benefits 39

Short Term Disability 39

Employee Assistance Program (EAP) 39

Retirement 40

Additional Benefits and Extra Perks 40

Crisis Assistance Programs 41

Members Trust Federal Credit Union 41

Professional Development and Career Growth 41

OPERATIONS ADDENDUM **42**

Visitors 42

Food and Drink 42

Dress Code 42

Visitor/Contractor Compliance 42

Employee Badges 42

Work Floor Phones 43

Photography, Video and Recordings 43

Pre-Shift and Post-Shift Work Activities 43

Overtime Work 44

Leaving EssilorLuxottica Operations Premises during Work Times 44

Reporting Pay 44

Attendance And Pay During Emergency Closings And Inclement Weather 44

Meal Periods and Rest Breaks 45

Transfers 45

Safety, Health and Environmental 45

CALIFORNIA ADDENDUM **47**

Equal Employment Opportunity 47

California Meal Periods and Rest Breaks 47

Reporting Time Pay 48

California Family and Medical Leave 48

California Pregnancy Disability Leave 49

PUERTO RICO ADDENDUM **51**

Probationary Employment Period 51

Overtime 51

CONTENTS

Meal Periods 51

Non Occupational Disability Insurance (SINOT) 51

Jury Duty Leave 51

Time off to Testify as a Witness 52

Maternity and Adoption Leave 52

Breastfeeding 53

Special Leave for Employees with a Serious Catastrophic Illness 53

Vacation Time 53

Sick Time 53

Caregiver Leave 54

CANADA ADDENDUM 55

90 Day Probationary Period 55

Immigration Law Compliance 55

Primary Languages 55

Personal Information Protection and Electronic Documents Act (PIPEDA) 55

Employment Status 56

Overtime 56

Meal Periods 56

Eligibility for Rehire 56

Return of Property, Final Pay, and Post-Employment Benefits 56

Employment Verification and References 57

Leaves of Absence 57

Employee Benefits 59

Holidays 61

Health & Welfare Benefits 62

ESSILORLUXOTTICA EMPLOYEE AGREEMENTS 64

Important Note to Employees: 64

Severability 64

Governing Law 64

EssilorLuxottica Employee Guide Acknowledgement and Agreement 64

Confidential Information and Non-Solicitation Agreement 65

Inventions Agreement 68

Release For Use Of Likeness, Voice and Name Agreement 68

Dispute Resolution Agreement 69

Electronic Protected Health Information (Ephi) Agreement 74

Essilorluxottica Employee Guide Acknowledgement and Agreement For United States Employees 75

Essilorluxottica Employee Guide Acknowledgement and Agreement For Canada Employees 76

Essilorluxottica Employee Guide Acknowledgement and Agreement For Puerto Rico Employees 77

ABOUT THIS GUIDE

The Employee Guide ("Guide") is intended to help employees understand the expectations, work environment, and policies that apply to all employees of EssilorLuxottica in North America. It also describes many of the benefits and perks our employees enjoy.

The Employee Guide applies to all employees of integrated EssilorLuxottica companies and affiliates in the United States, the Commonwealth of Puerto Rico, the Caribbean and Canada, as well as any other employer that becomes a part of the integrated EssilorLuxottica group of companies (collectively, "the Company," "we," "our" or "us"). For purposes of this Guide, all EssilorLuxottica employees working in Manufacturing, Rx Operations and Distribution Centers are collectively referred to as "EssilorLuxottica Operations." This Guide replaces and supersedes all prior Guide versions.

For those employees working in EssilorLuxottica Operations or in certain geographies (e.g. California, Canada, Puerto Rico and the Caribbean), certain provisions of the Employee Guide will either not apply due to local law or will be supplemented by additional provisions in the Addendums to this Guide.

For those employees working in a location subject to a Collective Bargaining Agreement, certain provisions of the Employee Guide will not apply. Employees working in a host store environment must adhere to the policies of the host store location at all times in addition to the policies outlined in this Guide.

This Guide may be interpreted, applied, or modified at the Company's sole discretion and without prior notice to employees. In addition to the policies in this Guide, the Company may issue other policies and procedures. Like the policies in this Guide, these other policies and procedures are not contractually enforceable, with the exception of Puerto Rico, but are intended to inform employees of expected behaviors.

Nothing in this Guide is intended to violate any federal, state, provincial or local law. Nothing in this Guide is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Guide prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws.

All employees are expected to familiarize themselves with the policies in this Guide and any other policies and procedures that may apply to them. Employees are expected to abide by Company policies and procedures at all times. Questions regarding what policies apply to an employee's position should be referred to a manager or Human Resources. For purposes of this Guide and the subsequent Employee Agreements, Human Resources includes your local Human Resources Representative, Human Resources Business Partner and Employee Relations. You can contact Employee Relations by selecting the HR Solutions icon on *mypersonaldeskna.luxottica.com*. All other questions can be directed to the Luxottica Human Resources Service Center at 1-866-431-8484 or your HR Business Partner.

Employees who violate the letter or spirit of the Company's policies may be subject to corrective action, up to and including termination of employment (collectively referred to as "**Corrective Action**" for remainder of this Guide).

For all locations except Puerto Rico: Other than the Employee Agreements at the end of this Guide, nothing in this Guide is contractual in nature and nothing in it creates any contractual obligations by the Company. This Guide is not a contract of employment and does not obligate the Company to act in specific ways or to maintain any specific level or type of benefit.

Paper copies of this Guide may be ordered in Central Purchasing or by contacting Human Resources. Electronic copies of this Guide are available to view or print via the HR Solutions icon on *mypersonaldeskna.luxottica.com*, or your group's specific online communications channel.

ESSILORLUXOTTICA: SEE MORE, BE MORE AND LIVE LIFE TO ITS FULLEST

At EssilorLuxottica our mission is to help people see more, be more and live life to its fullest. Our groundbreaking products correct, protect and frame the beauty of our most precious sensory organ – our eyes. By combining our expertise in lens technology and eyewear manufacturing, a portfolio of brands that consumers love and global distribution capabilities, we enable people everywhere to learn, to work, to express themselves and to fulfill their potential.

Lack of awareness and access have led to a global vision crisis with severe social and economic consequences for billions of people. EssilorLuxottica exists to give vision a voice and respond to the world's growing vision needs by meeting the changing lifestyles of existing consumers and inventing new ways to reach the 2.5 billion people who suffer from uncorrected poor vision and the 6 billion people who do not protect their eyes from harmful rays.

We will be powerful advocates for the vision cause, passionate campaigners for greater awareness, and pioneering eyewear innovators with solutions and styles that bring ever greater improvements so that everybody, everywhere can enjoy the life-changing benefits of good vision.

DIVERSITY, EQUITY, & INCLUSION

We believe in the power of our people. Our employees have been, and always will be, our greatest asset. They've helped shape our success in the past. That's why we'll continue to develop and nurture them. So they can keep their gaze firmly fixed on our future success – as well as our planet.

EssilorLuxottica is firmly committed to guaranteeing equal opportunities for every employee - at every level. No matter what your race, gender, age, nationality, religion, sexual or political orientation, marital status, union affiliation or disability, we pay our employees the same for the same work.

HELP THE WORLD SEE TOGETHER WITH THE ONESIGHT ESSILORLUXOTTICA FOUNDATION

You are part of a Company with an important mission to help everyone in the world see more and be more, and a big goal is to eliminate uncorrected poor vision in a generation. Uncorrected poor vision affects 1 in 3 people around the world - that's more than 2.7 billion people. Ninety percent of these people live in developing communities where there is limited access to vision care and awareness of vision issues. EssilorLuxottica is working towards a brighter future where everyone in the world has access to sustainable vision care.

The OneSight EssilorLuxottica Foundation operates globally and pulls together the passion and skills of employees, partners, customers, and supporters to bring this mission to life. With regional departments in eight countries, we work alongside governments, NGOs, and like-minded private organizations to help people see clearly. We provide free eye exams and glasses for the people most in need, we fund local vision care programs, we raise awareness of poor vision among communities and policy makers, and we couldn't do this without the support of EssilorLuxottica and its employees, partners, and customers.

All employees are encouraged to use their passion and skills to contribute to the cause in ways that are personally meaningful and accessible. Here are some steps you can take right now to support the company's mission:

- Sign up for workplace giving via regular payroll deductions when you make your benefit selections. With your donation, you will truly make an impact by providing glasses to those in need!
- Visit our Company training platform and search for content about the OneSight EssilorLuxottica Foundation.
- Watch out for regular Foundation updates and opportunities to volunteer through your normal brand/business unit communication channels.
- Follow the OneSight EssilorLuxottica Foundation on social media and use your voice and platforms to share our message

We hope you are as excited as we are to work together to help people see more and be more. We are truly grateful for your passion for EssilorLuxottica's mission, for your commitment to the cause, and for all the good you are going to do for those in need around the world.

HIRING & WORK PRACTICES

Employment-at-will (United States Only, excluding Puerto Rico)

For employees in the United States, with the exception of Puerto Rico, employment with the Company is on an at-will basis, meaning that either the employee or the Company can terminate employment at any time, for any reason or for no reason. Nothing contained in this Guide alters this at-will employment status. No Company officer, manager or employee has authority to change or vary the At-Will Policy, other than through an individual contract of employment, specifically so providing, and signed by both the employee and a legally authorized representative of EssilorLuxottica, as determined by EssilorLuxottica's Legal Department, or by an otherwise enforceable written agreement.

DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION

EssilorLuxottica is committed to equal employment opportunity and providing a workplace free of harassment and bullying, as identified in the policies below. This commitment applies to all persons involved in our operations, including employees, managers, volunteers, interns, customers, contractors, vendor personnel and temporary staff. These policies prohibit inappropriate conduct based on protected characteristics while on Company property, at Company-sponsored activities and programs, on business-related trips and anywhere else Company business is conducted.

Everyone at the Company is expected to respect the rights of customers, co-workers and others in the workplace by refusing to participate in conversations or activities that violate these policies. Employees who encounter or observe conduct that they believe violates the Company's Equal Employment Opportunity, Harassment Free Workplace, or Workplace Bullying Policies should immediately bring it to the attention of the Company. Managers are responsible for taking appropriate action to address such conduct, including reporting the complaint to Human Resources. See "How to Report Violations" of the EEO, Harassment or Bullying Policies" in the Open Door policy below.

The Company prohibits any form of retaliation against any employee for filing a bona fide complaint under these policies or for assisting in a complaint investigation, or as set forth under applicable law. However, if, after investigating any complaint of unlawful discrimination, harassment, or bullying, the Company determines that the complaint is not bona fide and was not made in good faith or that an employee knowingly has provided false or intentionally misleading information regarding the complaint, the employee who filed the complaint or who gave the knowingly false or intentionally misleading information may be subject to Corrective Action.

Equal Employment Opportunity

For the California Equal Employment Opportunity policy, please see the California Addendum

It is the policy of the Company to ensure Equal Employment Opportunity (EEO) for all persons regardless of race, color, gender, national origin, social origin, social condition, being perceived as a victim of domestic violence, sexual aggression or stalking, religion, age, disability, sexual orientation, gender identity or expression, citizenship, ancestry, veteran or military status, marital status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), genetic information or any other characteristics protected by state, local, or provincial law (collectively referred to as "legally protected characteristics").

The Company ensures non-discriminatory practices in all matters relating to recruiting, hiring, training, compensation, benefits, promotions, transfers, and all other terms and conditions of employment. As part of the Company's Equal Employment Opportunity Policy, EssilorLuxottica will also take affirmative action, as called for by applicable laws and Executive Orders, to employ and advance in employment qualified minorities, females, individuals with disabilities, and protected veterans.

The Company strives to create a culture in which no person will be advantaged or disadvantaged because of any factor unrelated to job performance. The Company is committed to creating a positive, healthy environment in which employees can bring their diversity to the organization and provide insight that culminates in better business decisions.

Harassment Free Workplace

The Company is committed to providing a professional work environment where all employees can work together comfortably and productively. It is the Company's policy to maintain a workplace free from any form of harassment based on legally protected characteristics, including sexual harassment, and to promptly take remedial action where appropriate.

In addition to the Company's prohibition against any such harassment in the workplace, it may also be a violation of federal, state, provincial or local laws. The Company prohibits such behavior even if it is not so severe that it would be considered illegal harassment and even if the offending person did not intend to offend or believed his/her comments or conduct were welcome.

With respect to sexual harassment, the Company prohibits the following:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
   - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
   - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's

employment; or

- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

2. Offensive comments, jokes, innuendos, and other sexually oriented statements. Examples of conduct expressly prohibited by this policy include, but are not limited to, the following:
   - Offensive or derogatory comments, jokes, epithets or slurs based upon any protected characteristic.
   - Acts or threats of violence, and physical intimidation.
   - Negative stereotyping.
   - Repeated requests for dates.
   - Requesting sexual favors or suggesting that sexual favors will gain employment benefits.
   - Unwelcome touching.
   - Any physical interference with the employee's normal work or movement.
   - Written or graphic material placed on walls, bulletin boards, emails or elsewhere on the Company's premises or circulated in the workplace that mocks, denigrates, or shows hostility towards an individual or group, or that otherwise could be offensive to coworkers or a potential recipient, based on any protected characteristic.
   - Sending or receiving email, instant messaging, or text messaging that is sexually explicit, patently offensive or pornographic.
   - Coercive behavior that amounts to bullying.

Workplace Bullying

Workplace bullying includes any inappropriate conduct or comment by an employee towards another worker that the employee knows or reasonably ought to have known would cause that worker to be humiliated or intimidated, but does not include any reasonable action taken by the Company, manager, or supervisor relating to the management and direction of workers at the place of employment.

Examples of conduct or comments which may constitute workplace bullying are: verbal aggression or insults; calling a person derogatory names; vandalizing personal belongings or work equipment; physical assaults or threats; making aggressive or threatening gestures; spreading malicious rumors; sabotaging a person's work; or targeting a person for social isolation or humiliation.

OPEN DOOR POLICY

The Company encourages employees to feel comfortable expressing job-related concerns and is committed to listening and responding to such concerns. The Open Door Policy provides an Open Door Process for an employee to bring a concern to management's attention without fear of retaliation. In many cases, the employee's immediate manager is the person best qualified to address a concern or answer a question. Managers to whom a concern is reported through the Open Door Policy are expected to respond, as well as report the complaint to Human Resources.

If an employee is not comfortable reporting a concern to his/her manager, for example because the concern involves the employee's manager, the employee may report his/her concern directly to the next higher manager, or elevate to Human Resources. Where necessary, Human Resources will work with the employee and the manager, review details, conduct an investigation where appropriate, and attempt to resolve the concern.

While the Company provides employees with this opportunity to communicate their views, not every complaint may be resolved to the employee's satisfaction. Even so, the Company believes that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of retaliation.

While the Company will endeavor to maintain the confidentiality of a concern reported by an employee, it may not be possible for the Company to do so in every circumstance. For example, in order to resolve a concern it may be necessary for the Company to conduct a workplace investigation during which the details of the particular concern may need to be disclosed to the affected/implicated workplace parties or witnesses. In addition, employees may be requested to maintain confidentiality where critically necessary to protect a witness, avoid tampering/destruction of evidence, or to prevent a cover-up.

Employees can use the Open Door Policy without fear of retaliation. Any person who attempts to deter or deters an employee's attempt to escalate a concern, or who retaliates against an employee in any way for using the Open Door Policy, will be subject to Corrective Action.

Employees subject to the Dispute Resolution Agreement are not required to use the Open Door Policy prior to initiating arbitration but are encouraged to do so.

Business Abuse, Ethics, and Compliance Helpline

If the issue is one involving a claim of discrimination, harassment, retaliation, or failure to accommodate, then the employee should follow the reporting mechanism defined below in "How to Report Violations of the EEO, Harassment, or Bullying Policies."

If there are issues or concerns involving illegal or dishonest fraudulent activity or compliance with laws, regulations, or Company policies, including the Company's Code of Ethics, then employees and others are encouraged to report these to the Company Business Abuse and Compliance Helpline at Luxottica EthicsPoint, at 1-888-88-SEE-IT (1-888-887-3348) or *luxotticaspeakup.com* or Essilor EthicsPoint, at 1-866-556-0316 or *Essilor.ethicspoint.com*.

Employees who contact EthicsPoint may do so anonymously, and all information received through EthicsPoint will be kept confidential to the extent possible. However, disclosure may be necessary where required by law or where needed to investigate and adequately respond to a complaint, concern or allegation. The Company will not retaliate against any employee who makes the Company aware of concerns the employee may have about unlawful activity, activities contrary to Company policy or activities which otherwise amount to improper conduct. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, and threats of any type.

How to Report Violations of the EEO, Harassment, or Bullying Policies

It is essential that anyone who observes or is the subject of inappropriate conduct report the conduct so that the Company can respond. Options are available to employees who may have concerns about inappropriate workplace behavior. If the employee is comfortable doing so, he/she may ask the harasser to stop the offending behavior. The offender may not realize the behavior is offensive. Often, merely telling the offender will stop the conduct.

If the conduct does not stop after confronting the offender, or the employee is not comfortable addressing that person, the employee should immediately report his/her concerns to any of the following resources:

- Employees may report the conduct to their manager or, if not comfortable doing so, to the next higher manager.
- Employees may report the conduct to Human Resources in person or through the HR Solutions icon on mypersonaldeskna.luxottica.com.
- Employees may report the conduct to the EthicsPoint hotline at Luxottica EthicsPoint, at 1-888-88-SEE-IT (1-888-887-3348) or *luxotticaspeakup.com* or Essilor EthicsPoint, at 1-866-556-0316 or *Essilor.ethicspoint.com*.

Employees who contact EthicsPoint may do so anonymously, and all information received through EthicsPoint will be kept confidential to the extent possible. However, disclosure may be necessary where required by law or where needed to investigate and adequately respond to a complaint, concern or allegation. The Company will not retaliate against any employee who makes the Company aware of concerns the employee may have about unlawful activity, activities contrary to Company policy or activities which otherwise amount to improper conduct. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, and threats of any type.

Employees may be asked to provide a written description that includes details of any incident(s), names of individuals involved, and names of any witnesses.

Employees have a duty to cooperate in the Company's investigation of alleged inappropriate conduct, except where a Company investigator informs you that your cooperation is voluntary. Failing to cooperate, intentionally withholding material information or deliberately providing false information during an investigation violates this policy and may subject an employee to Corrective Action.

When deemed necessary, employees or other involved parties may be separated during the investigation, and an alleged harasser (or other persons) may be suspended pending the outcome of the investigation. If the alleged harasser is a vendor representative or a temporary staff person, the Company may request his/her temporary removal from the assignment pending the outcome of the investigation.

If the Company determines that an employee has violated this policy, he/she will be subject to Corrective Action. If a vendor representative or temporary staff person violates this policy, the individual may be prohibited from performing future services for the Company.

Employees with questions or concerns about the process, or about an ongoing or completed investigation, should contact Human Resources.

Employees who use the above reporting mechanisms are expected not to abuse them. False reporting is strictly prohibited. Any employee who intentionally makes false or misleading allegations will be in violation of Company policy and may be subject to Corrective Action.

ACCOMMODATIONS

Where required by law, the Company will provide reasonable accommodation(s) for employees and applicants for employment with disabilities, as well as employees who require reasonable accommodation(s) for pregnancy, childbirth, breastfeeding/lactation, or related medical conditions in compliance with applicable state, provincial or local laws. Similarly, reasonable accommodation(s) may also be provided for employees with sincerely held religious beliefs or who are victims of domestic violence in compliance with applicable state, provincial or local law.

Questions about or requests for reasonable accommodation(s) should be directed to Human Resources. Managers who receive questions or requests for a reasonable accommodation should also contact Human Resources for further guidance. Employees who wish to report a potential violation of this policy should follow the reporting procedure in the Open Door Policy defined above.

Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. If possible, the lactation break time should run concurrently with

scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt/hourly employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor or Human Resources regarding scheduling and reporting the extra break time.

The Company will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. Where required, the lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breastmilk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or Human Resources. Any non-exempt/hourly employee who is not provided with a break as requested to express milk, should immediately contact Human Resources.

Employees who wish to request lactation accommodation should contact Human Resources. The Company will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or other federal, state, provincial or local law.

CONFLICTS OF INTEREST AND WORKPLACE RELATIONSHIPS

Professional relationships are key to successful and productive workplaces. To establish and maintain workplace professionalism, the following expectations apply to all employees of EssilorLuxottica and its affiliates.

Conflicts of Interest

Employees must separate their professional activities from their personal commitments in order to avoid situations and/or activities that may give rise to an actual or perceived conflict of interest or which may otherwise interfere with a recipient's capacity to make impartial decisions. A conflict of interest exists when an employee's duty of loyalty to any unit or affiliate of EssilorLuxottica is biased by actual or potential benefit from another source. Employees should refrain from entering into transactions or establishing relationships with others if the employee's duty of loyalty to EssilorLuxottica is or may be impaired. Conflicts of interest may include, but are not limited to:

1. Starting a company that provides services similar to EssilorLuxottica
2. Failing to disclose that you are a relative or cohabitor (as defined at the end of this policy) of a job candidate the Company is considering hiring
3. Making arrangements to work for a vendor or client at a future date while continuing to do business with them
4. Offering paid services on your time off to a Company customer or supplier
5. Working at a Company that sells a competing product or service as EssilorLuxottica in a capacity that violates the Company's Competitive Employment Policy
6. Accepting payment from another Company for information about EssilorLuxottica
7. Failing to investigate a subordinate or coworker's wrongdoing because they are a friend
8. Sharing confidential information about your employer outside the Company
9. Making a purchase or business choice to boost a business that you have a stake in
10. Accepting an inappropriate favor or a gift from a Company customer or supplier
11. Owning part of a business that sells goods or services to your employer
12. Reporting to a supervisor who is also a close friend or a relative or cohabitor (as defined at the end of this policy)
13. Doing business or work for a competitor
14. Sharing confidential information in an interview about the Company's activities or plans
15. Taking advantage of confidential information learned on the job for your own benefit

All employees are under an obligation to disclose actual or potential conflicts of interest. If EssilorLuxotica determines that a conflict of interest or appearance of such conflict exists, an employee may be subject corrective action, up to and including termination of employment. This includes situations where an employee actually engages in conduct which constitutes a conflict of interest or fails to promptly disclose an actual or potential conflict of interest. Employees should report conflicts of interest to their manager, Human Resources, the local Compliance Officer, or the EthicsPoint hotline at Luxottica EthicsPoint at 1-888-88-SEE-IT (1-888-887-3348) or *luxotticaspeakup.com*, Essilor EthicsPoint at 1-866-556-0316 or *Essilor.ethicspoint.com*. For additional information on conflicts of interest, please see the EssilorLuxottica Group Conflicts of Interest Policy or the EssilorLuxottica Code of Ethics.

Competitive Employment

In order to protect the competitive advantage our Company enjoys and to protect the job security of our employees, the following policy must be strictly followed.

Employees cannot, under any circumstances, work for an optical competitor while employed in any capacity by the Company, or otherwise work in a manner that is inconsistent with EssilorLuxottica's Code of Ethics. An optical competitor is defined as any individual, group of individuals, company or any organization that provides retail optical products and/or services at 10 or more locations that is not owned by EssilorLuxottica. In remote market locations, the Company reserves the right to determine the definition of a competitor based on product specifics and the impact to isolated Company stores. Such an arrangement would constitute a conflict of interest and is grounds for dismissal. This requirement may be waived by Director level managers or above to allow optometrists and opticians who work for the Company and another optical retailer. Any such waiver must be in writing. Waiver of this requirement does not waive the employee's responsibility to comply with all other Company policies and procedures. Any other potential or unusual conflict should be reviewed by Human Resources and the Legal Department.

Employment by Pearle Vision Franchise Stores

The Company does not control the operation of Pearle Vision franchise stores. Except as provided in this policy, employees may not work for a Pearle Vision franchise store while employed by the Company. This policy may be waived in limited circumstances where: (1) the employee's place of employment with the Company and the Pearle Vision franchise store are more than five miles (eight kilometers) apart, and (2) the Pearle Vision Brand General Manager or his/her designee has specifically provided approval in writing of the employee's employment by both the Company and the Pearle Vision franchise store.

Relationships at Work

The Company expects managers, supervisors (including assistant supervisors) and team leaders (collectively referred to as a "Leadership Employees") to maintain professional working relationships with their subordinates. Accordingly, dating, romantic and/or marital relationships (collectively referred to as "Romantic Relationships") between Leadership Employees and subordinates are prohibited, and Leadership Employees are encouraged to refrain from excessive non-work related socialization (even non-romantic in nature) with subordinates due to the negative impact it may have on the workplace. The Company treats all Romantic Relationships equally, regardless of sex, sexual orientation and/or gender identity.

Examples of prohibited Romantic Relationships include:

- Store level managers and supervisors may not date anyone who works at their store location(s).
- Field managers may not date anyone who works in their zone or region.
- Team leaders and above may not date anyone in their group or department

Further, Romantic Relationships in the workplace at any level are not encouraged. Employees who elect to engage in a Romantic Relationship with other employees do so with the understanding that the relationship may be subject to review by the Company. If any negative impact on the workplace occurs, including actual or perceived favoritism, distraction, fighting or other inappropriate behavior, the Company will treat such conduct as a performance issue.

The Company reserves the right to prohibit dating and other relationships in situations where the Company determines that a relationship may be detrimental to the Company's business interests.

The Company further reserves the right to transfer employees, make alterations to their duties and responsibilities, place one of the employees outside the reporting relationship, or where the foregoing is not feasible, terminate the employment relationship in order to address work performance issues, actual or perceived favoritism, actual or perceived conflicts of interest, or any other bona fide operational or business concern that stems from romantic and other relationships between employees. The Company will evaluate any given situation on a case-by-case basis to determine whether any of the above-noted concerns are triggered and, if so, what the appropriate course of action may be.

If a Romantic Relationship between a Leadership Employee and subordinate exists or develops, the participants are required to report their relationship to the Leadership Employee's manager and Human Resources. If an employee knows that he/she is being considered for a job change such as a promotion or transfer or has requested a job change, he/she must disclose whether the proposed change would result in a violation of this policy. The Company may decline to authorize a job change to prevent a violation of this policy. Managers and subordinates who misrepresent, hide, or fail to promptly disclose any such Romantic Relationship may be subject to Corrective Action.

Employment of Relatives/Cohabitation

The Company recognizes the natural desire of employees to assist their relatives, as well as others with whom they have cohabitating relationships, to seek careers with the Company. This policy is established to protect the Company and its employees from problems that might arise where it employs employees who share these types of relationships, such as actual or perceived conflicts of interest and favoritism.

With respect to employment of relatives and individuals with whom employees have a cohabiting relationship, candidates will be considered for employment with the Company based on their qualifications, but may not be hired if to do so would:

1. Result in a direct reporting relationship between relatives or cohabiting employees;

2. Adversely impact the ability of the employee or his or her relative or cohabitator to perform his or her assigned duties and responsibilities; or
3. Create either an actual or perceived conflict of interest.

This policy applies equally to situations that arise during the hiring process as it does to situations that exist or develop in the future through promotion, transfer, marriage, housing changes or other actions. As such, all employees have an ongoing obligation to advise management promptly of any changes in these relationship statuses with another employee. The Company will evaluate any given situation on a case-by-case basis to determine whether any of the above-noted concerns are triggered and, if so, what the appropriate course of action may be.

The Company reserves the right to transfer employees, make alterations to their duties and responsibilities, place one of the employees outside the reporting relationship, or where the foregoing is not feasible, terminate the employment relationship, in order to address work performance issues, actual or perceived favoritism, actual or perceived conflicts of interest, or any other bona fide operational or business concern that stems from a relationship existing between related or cohabitating employees.

For purposes of this policy, the term "relative" shall apply to the following relationships whether they are established by blood, marriage ("in-law" or "step" relationship) or other action: father, mother, son, daughter, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, spouse, domestic partner or similar relationship. The term "cohabitator" or applies to anyone with whom a residence is shared.

IMMIGRATION LAW COMPLIANCE (UNITED STATES ONLY, INCLUDING PUERTO RICO)

For the Canadian policy regarding Immigration Law Compliance, please see the Canada Addendum found in this Guide.

The Company is committed to full compliance with applicable federal and state immigration laws. These laws require that all applicants and employees establish and maintain proof of their legal right to work in the United States as condition of employment. Every employee must provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three business days after he or she begins work, and upon the expiration of any work authorization document (if applicable). If an employee's immigration status changes during the course of employment, the employee must notify his/her manager prior to the change, and complete all necessary documentation to demonstrate continued authorization to work in the United States for the Company.

DRUG AND ALCOHOL FREE WORKPLACE

The Company is committed to providing a safe and productive workplace for our employees and customers.

The following is prohibited while on Company property, Company time (including meal periods and rest breaks), or while representing the Company:

1. Use, abuse or being impaired by or under the influence of:
   - Illegal drugs.
   - Illegal chemicals.
   - Marijuana or THC-based marijuana products.
   - Legal chemicals used other than as intended by the manufacturer.
   - Prescription drugs, for any purpose other than is prescribed or by anyone other than the person to whom it is prescribed.
   - Alcohol (except as authorized at certain designated Company events).

2. The purchase, sale, transfer, possession, manufacture or distribution of illegal drugs, marijuana or THC-based marijuana products, prescription drugs (other than legal purchase or possession by the person to whom it is prescribed), illegal chemicals or legal chemicals for use other than as intended by the manufacturer.

If the Company determines that an employee engaged in these prohibited behaviors, he/she may be subject to Corrective Action.

This policy applies to employees as well as applicants for employment with the Company. It is an employee's responsibility to notify management when taking any prescription medication that might affect safe job performance. The employee is to inform his/her manager of the possible effects of the medication; however, he/she should not disclose any diagnosis or underlying medical condition.

The Company will accommodate medical marijuana users where and to the extent required by law, but otherwise will not permit the use or possession of marijuana or THC-based marijuana products at work. Medical marijuana patients must not come to work impaired.

Known Violations

If an employee knows of another employee's violation of this Policy, it is the employee's responsibility to immediately notify his/her manager, the manager on duty or Human Resources.

Drug and Alcohol Testing

Excluding Canada and Puerto Rico, the Company reserves the right to test applicants for employment, and in certain situations, test employees for evidence of illegal drug and/or alcohol use. A positive test, or refusal to test, may result in withdrawal of a candidate's contingent offer of employment, or Corrective Action for employees.

VISITORS

To ensure a safe work environment, all visitors must comply with applicable Company policies. Visitors include family members, friends, customers, vendors, and other non-employees.

Retail

Visitors are not permitted in the retail location/store before or after hours. Further, visitors are never allowed in the stockroom or office areas regardless of operational hours.

Non-Retail

All visitors must enter through the main lobby doors and be issued a visitor identification badge (if utilized at the location) upon arrival. Visitor identification badges must be worn and visible at all times. Foothill Ranch employees wishing to bring a visitor to the Employee Purchase store must enter through the security entrance located on the side of the building.

WORKPLACE VIOLENCE AND WEAPONS

The Company values the health and safety of its employees and expects that its workplace(s) will be free of workplace violence. The Company will not tolerate incidents of workplace violence perpetrated against or by any employee, customer, vendor, contractor, visitor or any other person at a Company workplace or involved in Company business.

Workplace violence includes but is not limited to:

- The use of physical force against or by an employee that causes or could cause physical injury such as punching, hitting, kicking, pushing, damaging property, or throwing objects;
- The attempted use of physical force against or by an employee that could have caused physical injury, including blocking or obstructing an employee's ability to exit or access a location;
- An action or statement (or series of actions or statements), including written statements, occurring on or off Company property that is reasonably believed to be a threat or veiled threat of physical harm against or by an employee, or reasonably believed to be a threat to safety or security in the workplace; and
- The possession, storage and use (actual, attempted or threatened) of firearms, ammunition and other dangerous items that may be considered a weapon while carrying out Company business or on Company property, except for the transportation or storage of lawfully possessed firearms or ammunition inside locked, privately-owned vehicles located in Company parking lots or other parking areas provided by the Company, as permitted by state or local law in the United States. Where permitted, such lawfully possessed firearms and ammunition must be stored in a place hidden from ordinary observation when an employee is in the vehicle or locked in the vehicle's trunk, glove box or interior, or in a container securely affixed to the vehicle, if an employee is not in the vehicle. Further, the firearms or ammunition may not be removed from the employees' personal vehicle or displayed to others.

For the purposes of this policy, Company property includes all places where Company business occurs including Company buildings and surrounding perimeters like parking lots, sidewalks and driveways, Company vehicles, as well as off-site locations where business occurs.

Every person on Company property is responsible for acting in compliance with this policy. Employees should immediately report any real or imminent violence, threats of violence, intimidation against themselves or others (including threats to harm oneself), and weapons concerns to a manager, Human Resources or Asset Protection by calling 866-Lux-Help or 866-589-4357 (select option 6, then option 1).

In addition, all employees should be aware of their right to **Avoid, Deny and Defend** any time their safety is threatened with a weapon, including an in an active shooter situation:

- **Avoid**: If it is safe, everyone should exit the facility immediately to AVOID the threat.
- **Deny:** If unable to exit safely, lock everyone in their current location and block the entrance to DENY the person's access.
- **Defend:** If you are unable to AVOID or DENY the threat, you may DEFEND yourself using whatever means are available.

A full investigation and appropriate course of action will follow any good faith reports of violence, threats of violence, or weapons in the workplace. With respect to workplace violence, as defined in this policy, the Company may, where appropriate:

- Remove the perpetrator from Company property by security or the police;
- Take Corrective Action against an employee, and/or report the conduct to the police; and
- Report the conduct of any other person to their employer, supervisor and/or principal and/or to the police.

Workplace violence and this policy are serious matters.

This policy prohibits retaliation against employees who have made good faith complaints or provided information regarding a complaint or incident of workplace violence. Employees who engage in retaliation or threats of retaliation may be subject to Corrective Action.

DOMESTIC VIOLENCE

The Company will make all efforts necessary to support employees who are victims of domestic violence, stalking, sexual assault and/or sexual abuse (collectively referred to as "domestic violence"), regardless of legally protected characteristics.

Any employee experiencing domestic violence outside of the workplace that may create a risk of danger to him/herself or others in the workplace is encouraged to report such violence to management or Human Resources so that the Company can take reasonable preventive steps. Further, managers and employees should also bring to their next-level managers' and Human Resources' attention any concerns they may have about an employee's potential involvement in a domestic violence situation. Human Resources will work with the appropriate manager to conduct a thorough investigation and determine what type of support or reasonable accommodation that the employee may need, in compliance with applicable state, provincial or local law.

Depending on your location, state, provincial or local law may provide additional paid or unpaid leave to employees and/or their children who are victims of domestic violence. Where applicable, the Company may not in any manner discriminate or retaliate against an employee who is a victim of domestic violence for taking time off from work for themselves or their children as outlined in the Company's Crime Victim Leave policy found in this guide.

SMOKING AND TOBACCO USE

The Company is dedicated to providing a healthy, comfortable and productive environment for our employees. EssilorLuxottica is a non-smoking organization. Smoking (including the use of e-cigarettes and similar vapor devices) and the use of tobacco products is prohibited in all stores, field locations, buildings, Company sponsored meetings and events, and in Company vehicles that are occupied by more than one person. All employees, customers and visitors are expected to comply with this policy.

Smoking and tobacco are only permitted in designated outdoor areas where receptacles are located. Smoking is prohibited on the loading dock and near entrances to the building.

Employees are allowed rest breaks during the course of the day, based on the number of hours they are scheduled to work. Smoke breaks should be taken during, and not in addition to, an employee's rest breaks.

DRESS CODE

For the Operations policy regarding Dress Code, please see the Operations Addendum found in this Guide.

Professional relationships with customers, coworkers and vendors are vital to the Company's business. An employee's appearance plays an important part of building that relationship. Dress code requirements will vary depending on the particular requirements of an employee's job and workplace; however, all employees are expected to be well-groomed, practice good hygiene and project a professional image.

Employees who violate the dress code applicable to their work location may be sent home and/or may be subject to Corrective Action. Questions and requests for dress code accommodations, including to reasonably accommodate an employee's sincerely held religious beliefs, should be directed to the employee's immediate manager or Human Resources.

Store Locations

Employees must follow the dress code guidelines applicable to their position and brand, which may change from time to time.

Corporate Locations

Employees should dress for their day. When representing the Company in meetings with external parties, business formal or business casual attire is required. On other days, smart casual attire (e.g. dress/polo shirts and fashionable jeans) is acceptable, with the exception of Oakley Foothill Ranch, where employee attire may also align with the brand's position as a leading provider of optics and apparel within the sports performance industry.

PERSONAL DATA PROTECTION

It is essential that employees protect the confidentiality of personal information of customers and employees, and safeguard such information contained in Company records or other data. The information provided in this Guide is a summary of the Company's policies and procedures regarding the protection of personal information belonging to employees, applicants and customers. Employees are expected to understand and comply with all applicable legislation, and the Company's privacy and security policies and procedures found on the Company's intranet, or other Company communications portals.

Our privacy and security commitment includes ensuring the confidentiality, availability, integrity, and security of personal information and allowing our customers, employees and applicants to request access to, and correction of, their personal information, all in compliance with applicable federal, state and provincial privacy law.

"Personal Data" means information relating to employees, clients or customers or that otherwise identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person or household. Personal

Data should only be used for EssilorLuxottica's operational purposes or in a way compatible with the notice provided at the point of collection. The use of Personal Data should be reasonably necessary and proportionate to the operational purpose for which the Personal Data was collected or processed.

Personal information covered by this policy includes, but is not limited to the following types of information, that may or may not be used in conjunction with identifiable information such as individual's name, or first initial and last name:

- Social Security/Insurance Number
- Driver's License Number or state/province-issued identification card number
- Home address
- Non-Company telephone numbers, fax numbers, and email addresses
- Internet Protocol (IP) address numbers
- Web universal resource locators (URLs)
- Certificate/License numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Date of birth
- Financial account numbers
- Credit or debit card numbers or related security codes
- Passport number
- Medical information (including that governed by the Health Insurance Portability and Accountability Act (HIPAA)
- Accommodation requests and related information
- EssilorLuxottica identification, including EssilorLuxottica ID
- EssilorLuxottica passwords
- Alarm codes
- Beneficiary or emergency contact information
- Maiden name
- Mother's maiden name
- Results of background or criminal history checks
- Payroll and salary information
- Biometric data (such as fingerprint, voice print, full face photographic and comparable images, retina or iris images)
- Digital or other electronic signature files
- Any other unique identifying number, characteristic, or code

Social Security/Insurance numbers must be given particular protection. No employee or customer Social Security/Insurance number may be publicly posted or displayed in any way that communicates or makes the number publicly available. Social Security/Insurance numbers may not be printed on any card required for the individual to access Company products or services. They also may not be required to be transmitted over the internet without appropriate encryption, required to access a Company website, or printed on any materials to be mailed to an individual, unless required by provincial, state or federal law. A Social Security/Insurance number may, however, be included in applications and forms sent by mail as part of an application or enrollment process, as long as the number is not visible from the outside of an envelope.

Employees should follow proper procedures to ensure that only the minimum amount of Protected Health Information (PHI) necessary to accomplish the specific purpose of a use or disclosure is actually used or disclosed.

This policy does not prohibit non-supervisory and non-managerial employees in the United States from communicating about their employment conditions or sharing information for the purpose of engaging in activities protected by the National Labor Relations Act.

ACCESS TO PERSONAL DATA AND SECURITY PRECAUTIONS

Access to personal information, as defined above, is limited to those employees who require such access to perform their job duties. Employees who have access to personal data are expected to ensure, to the extent practicable, the confidentiality and security of that information and to take reasonable security measures to protect the information from unauthorized access, destruction, use, modification or disclosure.

Despite the close working relationship between employees and subleasing optometrists or ophthalmologists, no retail employee should handle a subleasing doctor's patient file or data unless it is with the specific permission of and under the direction of the doctor or pursuant to a Business Employee Agreement and in the course of treatment.

Unauthorized access, destruction, use, modification to, or disclosure of personal information regarding any current or former customer, applicant or employee of the Company for any improper, unlawful or non-business purpose is strictly prohibited. As used herein, unauthorized access means any intentional effort to discover, review or obtain personal data for any improper, unlawful or non-business purpose.

Unauthorized disclosure means publishing or providing personal data to any person or entity for any improper, unlawful purpose or any purpose not related to the Company's business.

Examples of reasonable security precautions that should be taken with respect to personal information covered by this policy include, without limitation:

- Taking reasonable steps to destroy records containing covered personal information once the record is no longer required to be retained by shredding or erasing the record, or by any other

means which makes the information unreadable or undecipherable, in accordance with federal, state, provincial, and local record retention requirements (where applicable).

- Storing documents containing personal data in locked file cabinets.
- Ensuring that computers containing personal data are password protected and locked when not in use.
- Ensuring documents containing personal data are not left unattended.
- Verifying that persons requesting personal data are entitled to receive the information.
- When computer equipment or electronic media that contain personal data are to be discarded, contacting the IT Department for disposal assistance.
- Any personal information disclosed pursuant to a contractual arrangement with a third party, and after consultation with the Legal Department, must require the third party to agree contractually to implement and maintain reasonable security practices and procedures to protect the personal information from unauthorized access, destruction, use, modification or disclosure.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Employees are expected to be knowledgeable of and comply with all Company Health Insurance Portability and Accountability Act ("HIPAA") policies and procedures. Additional information about the Company's policy on electronic information protected by HIPAA may be found in the Electronic Protected Health Information ("ePHI") Agreement contained in this Guide and the Company's HIPAA policies and trainings located on Luxottica or Essilor's intranet, or your brand-specific online communications channel. If an employee does not have access to Luxottica or Essilor's intranet or brand communications channels, he/she may request a copy of the policy from his/her manager.

REPORTING

All employees are expected to immediately report any instances of identity theft, or any instance of unauthorized access, destruction, use, modification or disclosure of covered personal information, including any security breach of an electronic system that contains covered personal information. Employees should immediately report known or suspected conduct to their manager, the next higher manager, or contact the EthicsPoint hotline at Luxottica EthicsPoint, at 1-888-88-SEE-IT (1-888-887-3348) or *luxotticaspeakup.com* or Essilor EthicsPoint, at 1-866-556-0316 or *Essilor.ethicspoint.com*. Failure to report any such instances may result in Corrective Action.

For additional Canadian Personal Data Protection policies, please see the Canada Addendum found in this Guide.

PROTECTION OF COMPANY ASSETS

ASSET PROTECTION

Asset protection is everyone's responsibility. As an employee, it is your duty to prevent, identify and report known or suspected asset protection concerns such as theft, shoplifting or shrinkage.

For general Asset Protection questions, contact your manager or your locations' assigned Asset Protection representative. To report Asset Protection concerns, contact the appropriate Asset Protection Manager, Human Resources, and/or contact the Luxottica EthicsPoint at 1-888-88-SEE-IT (1-888-887-3348) or *luxotticaspeakup.com* or Essilor EthicsPoint, at 1-866-556-0316 or *Essilor.ethicspoint.com*.

Never jeopardize your safety or the safety of other employees and customers by pursuing, apprehending or detaining a shoplifter. Stores should refer to the 3 Rs of Shoplifting Prevention Policy for additional information. Failure to follow this policy may result in Corrective Action.

MANAGEMENT OF BUSINESS RECORDS

All Company records must be managed in accordance with applicable EssilorLuxottica record retention schedules and policies, which are available on Company intranets or your group's online communications portal.

BRAND INTEGRITY/PRODUCT DISTRIBUTION

It is vital employees across all EssilorLuxottica brands and divisions follow policies in place so EssilorLuxottica can maintain its reputation, its image is not diminished, and Company initiatives are not negatively impacted. To this end, EssilorLuxottica Wholesale is authorized to conduct business with retail channels. Similarly, retail stores are authorized to conduct business solely with direct consumers. At no point should one channel cross to the other.

Retail stores may not authorize the sale of products, individually or in bulk, to consumers who intend to resell EssilorLuxottica products. Wholesale may not sell product to retail stores who are knowingly intending to resell/divert EssilorLuxottica products outside of intended or authorized channels. In addition, EssilorLuxottica products should not be sold in either channel knowing the product will be sold in an unauthorized market.

Employees should contact their manager to determine if their brand has specific guidelines on how to handle bulk purchases. If so, these guidelines must be strictly followed.

All channels of distribution, including employees at distribution centers, may not take EssilorLuxottica products without authorization for themselves or to sell in unauthorized channels.

USE OF COMPANY PROPERTY

Items furnished by the Company for use by employees remain the property of EssilorLuxottica and/or third party vendor with a lease agreement for that property with EssilorLuxottica. Limited use of such property for personal use is permitted, but any further misuse is prohibited, and may result in Corrective Action. Examples of misusing such property include: personal use of copiers, Federal Express, UPS, postage, long distance telephone calls, excessive personal use of Company cell phones and mobile devices (see Mobile Devices in this Guide for more information), and defacing Company property.

CORPORATE INFORMATION TECHNOLOGY AND DATA SECURITY

Technology is an essential component of our business operations. As we continue to utilize technology and communicate electronically, it is imperative that employees' use of technology and electronic communication systems complies with Company expectations and standards. All Company Technology Resources (CTR), including but not limited to EssilorLuxottica provided computers, electronic devices, systems, networks and other hardware/software applications (including those that allow you to connect to EssilorLuxottica networks or access data from a personal device) are Company resources which are to be used for direct, business-related and management-approved activities. Acceptable activities relate to each employee's unique job duties and responsibilities. Limited non-business use of CTR is permitted, subject to the requirements set forth below.

All current and future EssilorLuxottica policies, as well as state, provincial and federal law, apply to the use of CTR. These include, but are not limited to, EssilorLuxottica's Harassment Free Workplace, Workplace Violence and Weapons, Personal Data Protection, Social Media, and Solicitation and Distribution policies, as well as the Code of Ethics. At no time may employees or others who use CTR:

- Abuse or use of defamatory, vulgar, menacing or physically threatening language toward customers, vendors, other employees or any other person or entity.
- Make discriminatory statements, including disparagement of others based on legally protected characteristics.
- Make statements regarding or otherwise disclose trade secrets, confidential information or other proprietary information.*
- Make statements that might constitute sexual or other harassment or bullying under the Company's Harassment Free Workplace and Workplace Bullying policies.
- Access or transmit links to sites that contain profane, pornographic, violent or other patently offensive material.

(Footnote)*
For United States and Puerto Rico employees only, in this guide Proprietary Information does not include information lawfully acquired by a non-management employee of the Company about wages, hours or other terms and conditions of employment when used for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for mutual aid or protection of laborers. Moreover, nothing herein will be construed to prohibit a disclosure that is required by law or to prohibit an employee from making a report to a duly authorized law enforcement agency that is protected by law; provided, however, that to the extent permitted by law the employee will give EssilorLuxottica as much advance notice as is possible before such a disclosure (presumably five business days or more) so that EssilorLuxottica may take legally permitted steps to protect the Proprietary Information.

The Company requires the appropriate use of all Company assets, including CTR and electronic files.
Electronic files (including email and web pages accessed on the internet) are considered Company records, and may be regarded as legally equivalent to Company files and records in paper form.

Protection of Company assets, confidential Company information, and safeguarding CTR against viruses and intruders, are critical. For these reasons, employees and others who are granted access to CTR must comply with the following:

- Email messages that contain confidential Company information must be encrypted before transmission. The Company will provide authorized encryption tools, as employees are never authorized to employ their own encryption methods or key outside the control of IT Security.
- Use only Company internet and email services provided by the IT Department when conducting Company business.
- Do not download or install software including, but not limited to, browsers, plug-ins, file-sharing software, FTP clients or any other software package or software upgrade without prior authorization from your local IT Service Desk or IT Security.
- Always use software and hardware in accordance with applicable license or lease agreements. No software or related documentation licensed to the Company may be copied or shared with anyone else unless explicitly authorized in writing by the licensor. In cases involving multiple uses of CTR, employees are to use the software only in accordance with the license agreement.
- Do not install or connect unauthorized software,

hardware, personal devices (including, but not limited to, laptops, smartphones, iPads, MP3 players, and similar devices not issued by the Company for business use) or other devices to any part of the Company's communications networks, computers, terminals or lines. Contact IT Security to determine if a device is authorized.

- Limit non-business use of CTR to non-working time (e.g., meal periods and rest breaks) and ensure such use does not preempt business needs. See below for monitoring and privacy considerations that apply to non-business use of Company technology.
- Employees are prohibited from using CTR to solicit, distribute or engage in other activities on behalf of any outside business ventures, political campaign, charity, religious group, or membership organization, except to the extent permitted by the Solicitation and Distribution policy.

Use of Company technology, whether for business, non-business, or personal purposes, is not private.

Specifically:

- The Company will, in its discretion, delete any non-business information, including files, images, video and music, stored on its systems. Employees who wish to avoid permanent deletion of such materials should not store them on Company systems.
- Email accessed from or transmitted through a personal email account using the Company's communication systems may be stored on Company systems. The Company may review such emails, and block any external email services or cloud service (non-business email, file sharing, etc.), at its discretion at any time.
- Employee email and chat messages and internet activity may be accessed, intercepted, monitored or reviewed by the Company at its discretion, including but not limited to suspected violations of this policy or other policies, conducting Company business, or maintaining employee records. Only designated employees may monitor, auto forward or journal another employee's email or chat messages or monitor internet usage.
- Employees who use Company provided email accounts, instant messaging/chat accounts, internet accounts, and systems consent to the possibility that their messages and attachments, internet sites accessed, and information (in any form) downloaded or uploaded may be intercepted or monitored. All email communications on the Company's email system remain the property of the Company. Employees should maintain no expectation of privacy in the Company's computer systems or any information transmitted through, or stored on, such systems or other CTR.

Connecting a personal electronic device or storage device to CTR is prohibited, and employees who do so may be subject to Corrective Action. Employees are advised that the Company reserves the right, at any time, to (a) inspect; (b) remove Company information, and (c) analyze files, data, and data storage media that may be within, or connectable to, such devices. All passwords or security codes needed to access information stored on these devices must be made available to the Company upon request. Failure to comply may result in Corrective Action.

The Company's not exercising its rights with respect to certain communications or files in no way modifies or waives the Company's right to monitor other electronic communications or files.

Employees and managers are responsible for ensuring compliance with the Company's Corporate Information Technology and Data Security policy, as well as other applicable IT Security and Data Privacy policies. Copies of these policies may be obtained from your manager or on Luxottica's or Essilor's intranet, or your brand-specific online communications channel. Email, chat and internet usage statistics will be made available to managers, including but not limited to with whom employees send and receive email and chat messages, time spent on the Internet, and websites accessed. In addition, the Company periodically reviews email communications, including but not limited to, message content and size.

Questions regarding this policy can be directed to the Chief Information Security Officer at *ITSecurity@luxotticaretail.com*, or *Information.Security@essilor.com*.

MOBILE DEVICES

Employees may use Company issued and/or personal mobile devices to conduct Company business, provided they follow the restrictions listed below. These devices, known as Personal Mobile Devices (PMD) and or Company Mobile Devices (CMD) include, but are not limited to, cell phones, smart phones, tablets, and other electronic devices. Approved Company security controls must be enabled on the PMD or CMD in order to be allowed to connect to the Company network. These controls include but are not limited to encryption of stored data, passwords or PINs to restrict access to the phone and the ability of the Company to wipe the device. Non-exempt (hourly) employees using either device for business purposes must report the time to their manager to ensure they are paid for their work time.

Unless using hands-free equipment, use of CMD or PMD to conduct Company business while operating a motor vehicle is prohibited. Employees who are charged with traffic violations resulting from the use of CMD or PMD will be solely responsible for all liabilities that result from such actions.

Employees are expected to follow Company policies and applicable law regarding the use of mobile devices. Employees who violate or abuse the Mobile Devices Policy may be subject to a withholding of CMD and/or Corrective Action.

Company Mobile Devices

CMD are tools which are issued to individual employees and work locations for business purposes. Lost or missing CMD must be reported immediately to your manager and/or Asset Protection, and no later than one business day from the day it is lost or missing.

The following restrictions apply to CMD:

- Excessive use of CMD for personal, non- business needs and connection to the internet (including sending or receiving pictures or video, and downloading any items that violate Company policy) is prohibited; however, occasional short, personal calls/text messaging and connection to the internet is permissible.
- Employees who use CMD for personal purposes are responsible for any liability that may arise from such use, including any violation of law, regulation or policy resulting from such use.
- The Company does not pay for family plan costs.
- Porting of cell phone numbers from a PMD to CMD, or from CMD to a PMD is prohibited, unless expressly authorized by the Chief Information Security Officer.
- CMD issued and intended for store use only, such as iPads, may not be borrowed or removed from store locations.
- Employees must provide any saved passwords used to access the CMD upon termination or at the request of the Company.

Personal Mobile Devices

Unless otherwise required by the Company, employees who elect to use PMD for business purposes, whether during or outside of work hours, do so voluntarily. Such use must comply with the following:

- PMD are prohibited on the retail sales floor, in retail labs, on the work floor in EssilorLuxottica Operations facilities, and in restricted access areas, unless being used for business purposes, or as authorized by the employee's manager.
- Do not connect PMD to Company wireless Internet networks that are not intended for guest use. Facility and Store networks are to be used solely for operational purposes using CMD.
- The Company will not reimburse for data or internet charges where an employee voluntarily chooses to use a PMD instead of an accessible, non-mobile alternative that is available at no additional charge to the employee. In cases where an employee is required to use a PMD to conduct Company business, he/she must report the use to their manager to coordinate reimbursement for any costs incurred in connection with the performance of his/her work.
- Use of PMD to access third party applications or websites must comply with Corporate Information Technology and Data Security Policy requirements, as well as all other applicable Company IT policies and security protocols.
- Do not save user names and passwords used to access Company email portals, internal websites, systems and databases in PMD.
- Employees are solely responsible for any damage, loss and/or other liabilities sustained to PMD brought into the workplace or used outside of the workplace.
- Do not enter or save sensitive Company or customer information in PMD.
- Employees issued CMD will not be reimbursed for expenses incurred in connection with the use of equivalent PMD. For additional details, please refer to the North America Wireless Policy.
- The Company does not support PMD hardware or software issues.

Connecting PMD to Company information systems and networks without authorization or approved Company security controls is prohibited, and employees who do so may be subject to Corrective Action. Employees are advised that the Company reserves the right, at any time, to (a) inspect; (b) remove Company information; and (c) analyze files and data found within PMD connected, or attempting to connect, to the Company's information systems.

Further, employees who use PMD to conduct Company business or violate any Company policy must, upon request by the Company, (a) provide the Company with access to information stored on the PMD and/or, where applicable, (b) provide written consent for the PMD service provider to disclose to the Company transactional information and the content of stored communications related to the Company's business or a suspected policy violation. Refusal to comply with such requests may result in Corrective Action.

Questions regarding this policy can be directed to the Chief Information Security Officer at *ITSecurity@luxotticaretail.com* or *Information.Security@essilorusa.com*.

USE OF COMPANY NAME/TRADEMARK

Do not unlawfully infringe on Company trademarks, service marks and logos. This does not prevent non- managerial and non-supervisory employees from using Company trademarks, service marks and logos to communicate about their working conditions.

As ambassadors of EssilorLuxottica, it is important to remember the name of our company should not be abbreviated or separated either internally or externally.

Questions regarding the proper protocol for use of Company trademarks, service marks, logos or the like may be directed to Corporate Communications at corporate. *communications@luxottica.com*.

GROUP CORPORATE COMMUNICATIONS POLICY

As we advance in the construction of EssilorLuxottica, it is more important than ever that the Company is presented in an accurate and consistent way to all audiences and stakeholders, across all geographies. To achieve this, and to preserve and enhance the global image and reputation of EssilorLuxottica and its brands, a Group Corporate Communications Policy has been developed.

All employees of EssilorLuxottica, Essilor, Luxottica and their subsidiaries, regardless of their managerial level, department or location – including senior managers, officers, directors, employees, trainees, part-time and fixed-term employees, casual and agency staff as well as volunteers – are expected to abide by principles outlined in the Group Corporate Communications Policy in all communications, both internally and externally.

All employees are individually responsible for reading, understanding, and complying with this document, and for acting in full accordance with the following guidelines. Every line manager is responsible for making sure each team member has access to this Policy. The following principles cover all forms of communication – verbal, written, electronic or print – and should be read in conjunction with the EssilorLuxottica Code of Ethics.

Subject to local applicable laws, breach of the Group Corporate Communications Policy may result in corrective action up to and including termination of employment. Employees may be required to remove Internet postings which are deemed to constitute a breach of this Policy. Failure to comply with such a request may result in corrective action.

Subject to local applicable laws, EssilorLuxottica also reserves the right to monitor employees' activities on social media to ensure that rules are being complied with. Employees consent to such monitoring by their use of Company resources and systems. In case of doubts, please contact the Corporate Communications team.

The full Group Corporate Communications Policy can be found on EssilorLuxottica.com. For questions, please contact *corporate.communications@essilorluxottica.com*.

SOCIAL MEDIA

EssilorLuxottica recognizes the vital importance of contributing to the ongoing conversation on social media, including professional social networks. The Company encourages its employees to participate in the online conversation and is committed to ensuring that it is done in the most appropriate way.
The following guidelines have been developed to empower employees of EssilorLuxottica, Essilor, Luxottica and their subsidiaries in being part of the infinite and changing opportunities available through social networks, while protecting confidential business information and personal data as well as preventing reputational damage to themselves and the organization. **This document will help employees make appropriate choices about the use of social media for personal purposes** and understand the potential impact of their use in the context of their employment.

All employees, regardless of their managerial level, department, or location, are requested to abide by the following principles in all social media activity:

- **Responsibility**. Employees are encouraged to speak about the organization and share public news and information concerning the Company. However, only duly authorized and trained spokespeople may speak on behalf of EssilorLuxottica.
- **Transparency**. Employees should be open and honest about who they are and the role they play within the organization. They are personally responsible for their statements on social media and should always bear in mind that their social network profile becomes their digital self, and that any content shared and any picture/video posted could potentially become viral and leave a long-lasting digital footprint, for better or for worse.
- **Information protection.** EssilorLuxottica encourages employees to connect and share public news and contents on the organization but expects them to think carefully whether the information they are looking to disclose is considered as confidential or privileged. Employees should exercise extreme care when publishing any kind of content about EssilorLuxottica, Essilor, Luxottica and their subsidiaries or their brands (both proprietary and licensed), colleagues, internal organization, etc. They must not share confidential or sensitive business information about the Company.
- **Respect of copyright and applicable privacy laws.** To avoid violating trademark, copyright or publicity rights, employees are requested not to post images or any other content without the prior approval of those who own or appear in the image or content.

Promotions, Giveaways, Sweepstakes or Contests

Online promotions, giveaways, sweepstakes and contests are subject to applicable laws, compliance with Company policies and all applicable rules and guidelines of social media sites. All Company promotions must be reviewed in advance by the Legal Department.

Using Company Systems for Personal Use

Employees should refrain from using social media while on work time or on equipment provided by the Company, unless it is work-related as authorized by your supervisor or manager. Do not use Company email addresses to register on social networks, blogs or other online tools utilized by personal use. Use should comply with all applicable IT policies and procedures.

Limitations

Nothing in this Policy will be interpreted to limit or interfere with employees' rights under Section 7 of the National Labor Relations Act. For example, this policy is not intended to prohibit employees from discussing with other employees the terms and conditions of their employment.

Please see the **EssilorLuxottica Group Communications Policy** for more information about the Company Social Media Policy.

SOLICITATION AND DISTRIBUTION

Individuals not employed by the Company are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except as previously approved by the Company for philanthropic purposes), or engaging in any other solicitation, distribution or similar activity on Company premises at any time.

The Company may authorize a limited number of fund drives by employees on behalf of charitable organizations, such as the OneSight EssilorLuxottica Foundation, or for employees in need. Employees are encouraged to volunteer to assist in these drives, but their participation is entirely voluntary.

Managers and supervisors are prohibited from engaging in any solicitation or distribution of literature at any time, on Company premises. All other employees must comply with the following requirements. For purposes of these requirements, "working time" means the time when the person doing the soliciting or distributing, or the person being solicited or receiving the distribution, is or should be working.

- Solicitation in retail sales and production areas is prohibited at all times.
- Solicitation in all other areas is prohibited during the working time of either the employee making the solicitation or the employee receiving the solicitation.
- Distribution of literature or other material in sales and production areas and in all working areas, is prohibited at all times. Distribution is also prohibited in non-selling and non-working areas (e.g. a lunchroom or recognized break areas) during the working time of either the employee distributing literature or the employee receiving the literature.
- Off-duty employees are not allowed to access the interior or work areas of Company premises outside of their scheduled work hours, except as a customer of the Company or to attend a designated Company meeting or event outside of their scheduled work hours.

The Company maintains various communication systems to communicate Company information to employees and to disseminate or post notices required by law. These communication systems (including bulletin boards, email, voicemail, text messages, mobile devices, facsimile machines and personal computers) are Company property designated for business purposes and should not be used in any way prohibited by this policy. In particular, bulletin boards are for the posting of Company information and notices only, and only persons designated by Human Resources, Operations or field management may place notices on or take down material from bulletin boards. The unauthorized use of the communication systems or the distribution or posting of notices, photographs or other materials on any Company property is prohibited.

All managers and supervisors are responsible for administering this policy and enforcing the provisions. Employees should contact their manager/supervisor or Human Resources if they have questions about this policy.

Limitations

This policy should not be construed or applied in a way that improperly interferes with employees' rights under the National Labor Relations Act or any other applicable Canadian labor relations law.

WORKPLACE SEARCHES AND MONITORING

To safeguard employees, customers, and Company property on our premises, the Company reserves the right to video monitor the workplace and to question and conduct personal searches of employees and all other persons entering and leaving Company premises, along with inspecting any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from Company premises, subject to applicable laws. In addition, the Company reserves the right to search an employee's office, desk, locker, files, or any other area or article on our premises. Reasonable inspections may be conducted at any time at the discretion of the Company.

Employees working on, entering or leaving Company premises who refuse to cooperate in such an inspection, as well as employees who after the inspection are believed to be in possession of stolen property, may be subject to Corrective Action.

Lockers

Employees will be issued lockers if the location in which they work has lockers available. If the location provides Company locks, only those Company issued locks may be used. The Company will not be responsible for any personal property losses that might occur. All lockers used by employees are Company property and subject to inspection at any time, with or without prior notice, and with or without the employee's presence. Failure to agree to such inspection may result in Corrective Action.

EMPLOYMENT RELATIONSHIP

EMPLOYMENT STATUS

For the Canadian Employment Status categories, please see the Canada Addendum found in this Guide.

An employee's employment status is based on the number of hours the employee is expected to work on a regular basis. Employment status categories are used to determine an employee's eligibility for certain benefits, among other things. An employee's scheduled hours, and thus employment status, may change during the course of his/her employment as a result of personal and/or business-related circumstances, and nothing in this Guide guarantees any employee a certain schedule or number of hours worked.

- **Full-Time:** Normally and consistently scheduled to work 30 or more hours per week.
- **Part-Time:** Normally and consistently scheduled to work 20 – 29 hours per week.
- **Casual Part-Time:** Scheduled to work fewer than 20 hours per week. This includes employees who normally work a few hours each week and employees who only work occasionally.
- **Temporary/Seasonal:** Hired for a short and defined period of time, regardless of the number of hours scheduled or worked.

Regardless of employment status (which may be country specific), positions are also classified as either exempt/ salaried or non-exempt/hourly based on job duties.

- **Non-Exempt/Hourly:** Employees are generally paid on an hourly basis, are eligible to receive overtime pay, and are required to report all hours worked.
- **Exempt/Salaried:** Employees are paid a pre-determined weekly or bi-weekly base salary, regardless of hours scheduled or worked, and are not eligible to receive overtime pay.

WAGE PAYMENT

It is the policy of the Company to:

- Pay employees all compensation to which they are entitled for work performed, in compliance with applicable laws;
- Provide employees all meal and rest breaks required by law; and
- Respond to employee complaints regarding payment of wages, time reporting, breaks, etc. in a timely manner. In doing so, the Company prohibits any form of retaliation against employees who bring such concerns to its attention.

The foregoing describes some of the basic rules concerning the Company's timekeeping and payroll procedures, as well as the steps employees should follow to ensure they are paid properly for all time worked. Additional policies or procedures not stated in this Guide may be obtained by contacting the employee's manager or Human Resources.

PAY TRANSPARENCY NON-DISCRIMINATION

EssilorLuxottica will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with EssilorLuxottica's legal duty to furnish information.

NON-EXEMPT /HOURLY EMPLOYEES

Reporting Hours Worked

It is the policy of the Company to ensure that employees are timely and correctly paid. Non-exempt/Hourly employees must accurately record the time they work each day. This includes accurately recording an employee's arrival, departure, meal period times, and time for all work that the employee performs before or after a scheduled shift, in the timekeeping system used at the work location and/or facility.

Off-the-clock work is not permitted. Non-exempt/ Hourly employees should not start work early, finish work late, work during a meal break, or perform any extra or overtime work, including sending and receiving work related email and text messages (including on personal devices), unless authorized in advance to perform such work by their manager. However, all hours worked must be recorded, regardless of (1) when and where the work was performed; (2) the reason the work was performed; (3) whether or not the time was authorized by the manager; and/ or (4) whether or not the hours were captured in a schedule or timekeeping system. **For more information pertaining to Luxottica Operations, see Pre- Shift and Post-Shift Work Activities in the Operations Addendum found in this Guide.**

Misreporting time worked (by either a manager or non-management employee) is considered a serious integrity issue for which Corrective Action may be issued. This includes, but is not limited to, incorrectly reporting or failing to report hours worked, instructing or encouraging a non-exempt employee to work "off the clock", improperly altering another employee's time records, or instructing or encouraging an employee to do any of the above.

All known or suspected incidents of such conduct should be reported to a manager, Human Resources, or anonymously to the Luxottica EthicsPoint hotline 1-888-88-SEE-IT (1-888-887-3348) or *luxotticaspeakup.com* or Essilor EthicsPoint, at 1-866-556-0316 or *Essilor.ethicspoint.com*.

When an employee receives his/her paycheck, it is his/her responsibility to verify immediately that his/her working time was recorded accurately and that he/she was paid correctly for all hours worked. Employees, who forget to clock in/out, inaccurately record their time, or discover paycheck errors are expected to notify their manager immediately.

Overtime

For the Canadian Overtime policy, please see the Canada Addendum found in this Guide.

For the Puerto Rico Overtime policy, please see the Puerto Rico Addendum found in this Guide.

Non-exempt employees are entitled to be paid overtime pay at one and a half times their regular rate of pay for all time worked over 40 hours in a work week, unless state law requires otherwise. For purposes of overtime pay calculations, the regular rate of pay includes shift differentials and incentive pay (e.g., non-discretionary bonuses, commissions and spiffs).

Overtime pay is based on the number of actual hours worked. Other hours paid but not worked such as Paid Time Off (PTO), reporting time, holidays, bereavement, short-term disability, paid volunteer time, military duty or jury duty are not considered "hours worked" when calculating the hours that will result in overtime.

Managers must authorize all overtime hours before an employee begins working them. While employees will be paid for all overtime hours worked, regardless of whether it was previously approved, working overtime hours without prior management approval will be considered a performance issue and may result in Corrective Action.

For the Operations overtime requirements, please see the Operations Addendum found in this Guide.

Travel and Commuting Pay

When the Company requires a non-exempt/hourly employee to travel for Company business the travel time will generally be considered paid time. Any paid travel time will be considered hours worked for the purpose of calculating a non-exempt/hourly employee's overtime. While traveling, a non-exempt/hourly employee will be paid for any time during which the employee is performing work. Normal commute time is not paid time. However, additional time spent commuting to a different job site, or traveling between job sites during the workday, is paid time. Likewise, time spent doing Company business before or after the employee's shift is also paid time. Certain states and provinces may have travel or commuting pay laws that are different from this policy, and so employees are encouraged to contact Human Resources with questions regarding the variations.

For additional information, please see the full Travel and Expense Policy found on the Company's intranet.

EXPENSE REIMBURSEMENT

All employees (non-exempt/hourly and exempt/salaried) are entitled to reimbursement for expenses they incur while conducting Company business, even if the employee is not traveling during the time of the expenditure. As long as the expenditure is for the benefit of the Company, the employee will be reimbursed. Expenses may include, but are not limited to, cost of cell phone calls, text messaging, and mileage when traveling locally for business, and office supplies purchased for the business location.

For additional information, please see the full Travel and Expense Policy found on the Company's intranet.

EXEMPT/SALARIED EMPLOYEES

Exempt/Salaried employees generally receive a predetermined weekly or bi-weekly base salary as compensation for all hours worked in a workweek, regardless of how many hours they actually work. Depending on the employee's position, he/she may also be eligible for additional compensation. An exempt employee's base salary will be established at the time of hire or when the employee becomes classified as an exempt employee. Base salaries are subject to review and may be changed from time to time, at the Company's discretion.

The weekly base salary of an exempt employee will not be reduced for any week in which the employee performs work, subject to the following exceptions:

- Full-day absences for personal reasons, sickness or disability;
- Unpaid disciplinary suspensions of one or more full days for violations of a safety or workplace conduct rule;
- Partial or full day leaves of absence taken pursuant to the Family and Medical Leave Act;
- To offset amounts received as payment for jury and witness fees or military pay;
- Time not worked during the first and last weeks of employment;
- Any full workweek in which the employee did not perform any work.

Additional exceptions may apply based on state, provincial or local law.

Full day absences for personal reasons, sickness or disability will be charged against an exempt employee's PTO, vacation or sick time bank, where applicable, unless that bank is exhausted or the exempt employee requests otherwise.

An employee's salary may also be reduced for certain types of deductions such as an employee's portion of health, dental or life insurance premiums; state, federal or local taxes; Social Security; or voluntary contributions to a retirement plan.

PAYROLL DEDUCTIONS *

To the extent such deductions are permitted by federal, state and provincial law, by signing the Employee Guide Acknowledgment found at the end of this Guide, you hereby authorize EssilorLuxottica, or its designated third party payroll administrator, to deduct money from your wages, including your final paycheck upon termination, for any of the following reasons:

1. Your share of the premiums for EssilorLuxottica's group medical/dental plan;
2. Any contributions you may make into a retirement or pension plan sponsored, controlled, or managed by EssilorLuxottica;
3. Any overpayment of wages or expenses for any reason;
4. Any loans or wage advances given to you by EssilorLuxottica;
5. Any balance on your Company Card which remains unpaid for more than 30 days;
6. Repayment of tuition paid by EssilorLuxottica if you voluntarily separate from the Company before the end of the time period stipulated in your tuition repayment agreement;
7. The cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that you may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from EssilorLuxottica during your employment**;
8. Administrative fees in connection with court-ordered garnishments or legally-required wage attachments of your pay, limited in extent to the amount or amounts allowed under applicable laws;
9. The value of any PTO or vacation that you use before it is accrued, upon either a change to part-time status or your termination of employment; and
10. Any deductions or withholdings required by law.

You agree to remain bound by this authorization for the duration of your employment.

Colorado and North Carolina employees only: employees in these states may revoke this agreement at any time by contacting Human Resources.

*This section does not apply to employees working in AK, CA, CT, IL, IN, MD, MI, MN, NH, NV, NY, OK, ON, OR, PA, PR, RI, VA, WA, WI, or WV.

**#7 does not apply to employees working in AB, AR, BC, DC, DE, HI, IA, KS, KY, MA, MB, ME, MT, ND, NJ, OH, UT, or VT.

REPORTING PAYROLL ERRORS AND QUESTION

The Company works hard to ensure that all employees are paid correctly, but mistakes can happen. When the Company learns of mistakes, it will promptly make any corrections necessary. Please review each paycheck and pay stub received to make sure your pay is correct. If an employee believes that his/her pay does not accurately reflect hours worked, or contains any improper deductions, or if the employee has any questions about his/her paycheck or pay stub, the employee should promptly report the matter to his/her manager or Human Resources. He/she can also contact the Luxottica EthicsPoint hotline at 1-888-88-SEE-IT (1-888-887-3348) or *luxotticaspeakup.com* or Essilor EthicsPoint, at 1-866-556-0316 or *Essilor.ethicspoint.com*.

Every report of improper pay will be investigated, and the Company will ensure that an employee promptly receives the pay to which he/she is entitled. The Company will not permit any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in the Company's investigation of such reports, even if the reports do not reveal any errors or wrongdoing. Any form of retaliation in violation of this policy will result in Corrective Action.

ELECTRONIC PAYMENTS

Employees may elect to have some or all of their wages paid electronically, either by direct deposit or pay card. Where permissible, the use of electronic payments by the Company may be required. Please see instructions provided at time of hire for information on how to elect your method of payment.

WORK SCHEDULES

The Company schedules employee work time in accordance with operational needs. Although employee preferences may be considered when feasible, operational needs will always take precedence, unless otherwise required by law. At times, business needs and operational requirements may require last-minute scheduling adjustments, subject to applicable laws.

- The workweek begins each Sunday at 12am (midnight) and ends each Saturday at 11:59pm.
- Employees are responsible for obtaining and adhering to their work schedules.
- Managers will give advance notice of a change in the employee's work schedule, in accordance with applicable state, provincial or local law, unless unforeseeable circumstances prevent him/her from doing so.
- Managers have the right to require an employee to clock out earlier than scheduled depending upon the needs of the business, subject to applicable state, provincial or local law.
- Employees will generally be provided at least eight hours off between shifts, unless state, provincial or local law requires otherwise.

ATTENDANCE

Employees are expected to be at their assigned work area, clocked in, and ready to begin work at their scheduled time. This includes the start of their scheduled shift, return from meal or rest breaks, and mandatory meetings. Unscheduled absences and tardiness place an unfair burden on the business and co-workers. Managers will track absenteeism and/or tardiness according to your brand/location's attendance policy and issue Corrective Action where appropriate, including any absence or tardiness that results in a late store opening for retail store employees. For questions and guidance on attendance related issues, refer to your brand or location's attendance policy. You can also contact Human Resources for assistance.

If an employee knows he/she cannot make it in to work or will be late, the employee must call his/her manager, or the manager on duty, as soon as possible, but at least one hour prior to his/her scheduled start time, unless local policy requires otherwise. The call must come from the employee, unless emergency circumstances prevent the employee from doing so. Text messaging is not an acceptable form of communication to the manager, nor is a call to anyone but the employee's manager or the manager on duty. Failure to notify management in accordance with this policy may be considered an unscheduled absence or tardiness and may result in Corrective Action.

Paid Time Off (PTO), sick leave or vacation time may be deducted for absenteeism or tardiness at the discretion of the employee and the employee's manager. Only scheduled and pre-approved PTO, sick leave and vacation time and absences that qualify as a reasonable accommodation or Leave of Absence (LOA) will be regarded as excused.

ATTENDANCE AND PAY DURING EMERGENCY CLOSINGS

For the Luxottica Operations Attendance and Pay during Emergency Closings policy, please see the Operations Addendum found in this Guide.

If an employee's workplace cannot open for business and/or is unable to provide work to the employee because of an emergency that causes a temporary store, kiosk or facility closing, employees will receive full pay for the hours they were scheduled to work, at the employee's regular hourly rate, if one of the following conditions is met:

1. The employee reported to work at their scheduled starting time.
2. The Company was unable to provide the employee with at least 12 hours advance notice prior to the store/facility's closing. Notice of 12 hours or more constitutes a "schedule change" and no pay is due, even if the employee reported to work, unless otherwise required by law.

If an employee's workplace closes during the day, any employee working at the time of closure will be paid for scheduled hours. If the workplace is open for business, but the employee is unable to report to work because of a natural emergency (a natural emergency is defined as an Act of God, out of control of the employee or the Company), the employee can elect to do one of the following:

1. Deduct the time missed from vacation or PTO, if available.
2. Take the time as an unpaid excused absence, as long as the employee followed proper notice and call-in procedures. Failure to call in may result in an unexcused absence.

The Company will comply with all applicable state, provincial and local laws pertaining to emergency closings and scheduling. To the extent this policy conflicts with any state, provincial or local law, such law will supersede this policy. Contact Human Resources with any further questions.

MEAL PERIODS AND REST BREAKS

For the California Meal Periods and Rest Breaks policy, please see the California Addendum found in this Guide.

For the Operations Meal Periods and Rest Breaks policy, please see the Operations Addendum found in this Guide.

All employees are expected to take scheduled meal periods and rest breaks.

Scheduling of meal periods and rest breaks is somewhat flexible; however, meal periods cannot be combined with other paid breaks. Additionally, meal periods and rest breaks should be scheduled no sooner than one hour after

the start and no later than one hour before the end of a scheduled shift, and should not be scheduled back-to-back. Employees must remember to notify their manager and/or another authorized employee before leaving the workplace for meal periods and rest breaks. Employees working in a location with single coverage staffing may be permitted to take their meal periods and rest breaks as paid, on-duty breaks in the store.

Meal period and rest break policies vary under state, provincial and local laws and by facility/brand. The following guidelines apply to the employee's work location, unless a state, provincial or local law governing the employee's work location is more generous or a meal waiver is permissible. For information and guidance regarding state/provincial specific meal period and rest break requirements, contact your manager or Human Resources.

Meal Periods

For the Canada Meal Periods policy, please see the Canada Addendum found in this Guide.

For the Puerto Rico Meal Periods policy, please see the Puerto Rico Addendum found in this Guide.

Employees who work six or more hours will receive one 30-minute, unpaid meal period (unless state, provincial, and/or local law mandates a more generous meal period or permits a meal waiver when applicable). Employees must clock out at the beginning of their meal period, and clock in when they return. Meal periods should be taken away from customer service areas (i.e., in a store break room or off premises), although exceptions may apply for single coverage locations.

Rest Breaks

Unless state, provincial, and/or local law mandates more generous rest breaks, the following rest break guidelines apply:

- Employees who work fewer than four hours are not entitled to a rest break.
- Employees who work four or more hours, but fewer than eight hours, should take one 15-minute paid rest break.
- Employees who work eight hours, but fewer than 10 hours, should take two 15-minute paid rest breaks.
- Employees who work 10 or more hours should take three 15-minute paid rest breaks.

TRANSFERS

To be eligible for a voluntary transfer (i.e. employee initiates transfer request) between work locations or departments, employees must meet all of the following criteria:

- Have been in his/her position for a minimum of 12 months.
- Meet the minimum requirements of the position as indicated on the job description.
- Have no Corrective Action on file for the preceding 12 months of employment.
- In positions where applicable, received a "Meets Expectations" or higher rating on the most recent performance review.
- Business needs allow for transfer.

Exceptions may be made on a case-by-case basis based on operational needs. The Company reserves the right to involuntarily transfer employees based on operational needs.

For the Operations Transfers policy, please see the Operations Addendum found in this Guide.

PERFORMANCE MANAGEMENT

Ongoing performance feedback is an important element in assisting employees to improve their performance, develop their careers and achieve success with the Company. Managers should regularly provide direction to employees in order to help them meet the performance and behavior expectations of the Company. This may involve positive and constructive feedback, as well as discussions that provide the employee with specific actions the employee is expected to take, in order to improve performance or correct unacceptable behavior.

As part of ongoing performance management, managers may, at times, utilize the Company's Corrective Action Process. The Corrective Action Process is designed to accomplish three objectives:

1. Hold employees accountable for unacceptable behavior/performance;
2. Change unacceptable behavior/performance; and
3. Provide documentation on behavior/ performance issues for reference.

There are several tools that a manager may use to address unacceptable behavior or performance. These tools are intended to be flexible and used by management as deemed appropriate to the circumstances. They are not intended to be a rigid set of steps that must be followed in every situation or in any particular order. It is up to management to determine how and when these tools will be used.

Corrective Action may include:

- Informal coaching (verbal or written).
- Corrective action discussion/Record of Discussion, documented in the employee's file.
- Performance Improvement and/or Action Plans, which provide detailed guidance on areas in which an employee must improve performance or behavior.
- Corrective Action Record (CAR)/Corrective Counselling /Written warning, which is a written document that outlines unacceptable performance, policy violations, and/or behavioral issues and the expectations of the employee going forward.
- Final Written Warning, which is a written document that outlines unacceptable behavioral issues and/or policy violation and warn/notify the employee that next progressive corrective action will be termination.
- Termination of employment.

The Company may use whatever Corrective Action method it believes will effectively address the particular performance and/or behavior issue or policy violation. Some behaviors, actions or violations are of such intensity and seriousness that may warrant immediate termination of employment without any prior coaching or formal discipline.

The following are examples of the types of conduct ("Principles of Conduct") that may warrant immediate termination, though the list is not all-inclusive:

- Violation of the Code of Ethics or any violation of Company policy or procedure.
- Sexual or other harassment or discrimination of co-workers, customers or others in violation of Company policy.
- Acts of retaliation in violation of the law or Company policies.
- Off-duty conduct that is illegal or discredits the Company, except as prohibited by law.
- Fighting, actual or attempted bodily injury, menacing or threatening language or actions, profanity, or patently offensive, immoral or indecent conduct.
- Insubordination, including defiance of a superior or intentional failure to perform assigned work or follow work rules.
- Falsification or unauthorized alteration of Company records or documents.
- Dishonesty.
- Failure to properly record working time, including but not limited to, falsely reporting time as worked.
- Abuse of meal periods or rest breaks.
- Working unauthorized overtime.
- Allowing non-employees unauthorized entry into a facility, secured areas of a store or kiosk.
- Abuse, misuse, or destruction of Company, co-worker or customer property.
- Theft, unauthorized removal, or unauthorized use of Company, co-worker or customer property.
- Divulging confidential Company, employee, or customer information, without proper authorization.
- Possession, storage, and use of firearms, ammunition, and other dangerous items that may be considered a weapon on Company property (unless a state/provincial law exception applies).
- Possession, using, or being under the influence of any illegal substance or alcohol while on Company property (limited consumption of alcohol at designated Company sponsored events excluded).
- Recording (by audio or video) of the workplace, including but not limited to Proprietary Information (see prior footnote defining Proprietary Information), employees, or customers, unless authorized by Corporate Communications.
- Solicitation during working times or, where appropriate, in sales areas, in production areas or distribution of literature in sales or working areas, in violation of Company policy.
- Sleeping on the job.
- Failure to meet brand or department quality standards.
- Unauthorized application of sales discounts.
- Unauthorized distribution of Company assets.
- Resale of Company product that was either purchased by the employee, with or without Company discount, or received as a gift or a prize from the Company or Company vendor.
- Failure to cooperate with an investigation, except where a Company investigator informs you that your cooperation is voluntary.
- Clocking in/out for another employee or signing another employee's time card/documents Failure to observe safety or security rules.
- Failure to disclose an actual or potential Conflict of Interest.
- Paying or receiving bribes or kickbacks.
- Continued poor performance.
- Any other conduct deemed unacceptable by the Company.

Managers and supervisors may be disciplined for any conduct deemed inappropriate or unacceptable by the Company.

This policy will not be construed or applied in a manner that improperly interferes with employees' rights under any applicable federal, state or provincial labor legislation, including the National Labor Relations Act.

TERMINATION OF EMPLOYMENT

Termination of employment may be either voluntary or involuntary:

Voluntary Termination:

- An employee may terminate employment by resigning, by retiring, or through job abandonment.
- Job Abandonment occurs when an employee does not appear for work for two consecutively scheduled workdays without notification or acceptable justification for failing to provide notification or leaves the work site prior to the end of the scheduled workday without manager approval. In both instances, the employee will be ineligible for rehire.

Involuntary Termination:

- The Company may terminate an employee's employment, with or without cause, for unsatisfactory performance, violation(s) of the Principles of Conduct, violation(s) of other Company policy and/or procedure, lack of work, job eliminations or for any other reason it deems appropriate, in compliance with applicable state, local, or provincial law.

Severance pay and benefits may be available to employees whose employment is terminated as a result of certain job eliminations or layoffs, or as otherwise required by law in accordance with Company severance plan documents.

Eligibility for Rehire

For the Canadian Eligibility for Rehire policy, please see the Canada Addendum found in this Guide.

Employees who terminate employment voluntarily or involuntarily may be ineligible for rehire depending on the reason(s) and/or circumstances surrounding their termination. Questions about rehire eligibility may be directed to Human Resources.

Employees rehired within 90 days of termination will have benefits and PTO eligibility reinstated as of the first day of rehire.

RESIGNATION

If an employee resigns, he/she is expected to give the Company two weeks' advance written notice. Failure to provide two weeks' advance notice of resignation may result in ineligibility for rehire in the future.

RETURN OF PROPERTY, FINAL PAY AND POST-EMPLOYMENT BENEFITS

For the Canadian Return of Property, Final Pay and Post-Employment Benefits policy, please see the Canada Addendum found in this Guide.

On or before the associate's last day of work, all Company owned and leased property in the employee's possession must be returned to the Company. This includes, but is not limited to: employee ID cards, keys, laptop computers and accompanying equipment (i.e., power cords, mice, and docking stations), mobile devices, and any other Company property.

Employees should consult their manager regarding final pay arrangements and the termination of the employee's benefits. The Company will send all applicable paperwork to the employee's last current address on file, approximately two to three weeks after his/her last day of work. Final pay will be paid on the next scheduled payday following termination, except where otherwise required by law. Any accrued but unused Paid Time Off (PTO) or vacation time will be paid out to terminated employees in their final paycheck or in a separate paycheck following their final paycheck, depending on the state where the employee works.

PERSONNEL FILES

Personnel files are the property of the Company and are maintained confidentially, with access permitted only to those with a business need. Current and former employees who wish to review their personnel file will be granted access where required and in accordance with applicable law. To request access to your personnel file, please submit a written request to *employmentrecordsreq@luxotticaretail.com* or consult your local HR representative.

EMPLOYMENT VERIFICATION AND REFERENCES

For the Canadian Employment Verification and References Policy, please see the Canada Addendum found in this Guide.

The Company utilizes third-party automated services that provide current and former employees with the ability to provide proof of their employment (position held and dates of employment) or income.

United States and Puerto Rico employees should visit *www.Thomas-and-Company.com* or 1-800-791-8943 and use Code LUX122 to obtain proof of employment or income.

Any manager who receives a request for a reference, including online requests via LinkedIn or any other social or professional networking website, or any other request for employment or income verification should direct the individual to website or phone number listed above. Under no circumstances should managers provide positive or negative comments about an employee's past performance or reason for leaving.

WORK ENVIRONMENT

SAFETY, HEALTH AND ENVIRONMENTAL

For the Operations Safety, Health and Environmental policy, please see the Operations Addendum found in this Guide.

The Company is committed to providing a safe, healthy, and environmentally responsible workplace. To help the Company accomplish that goal, all employees are required to learn and adhere to established health and safety policies, procedures and guidelines. Potential workplace hazards must be reported to management immediately. All work-related incidents, injuries, and illnesses must be reported promptly and accurately.

OCCUPATIONAL INCIDENTS, INJURIES AND ILLNESSES

The Company takes work-related incidents, injuries and illnesses seriously. Regardless of the severity, all work-related incidents, including "near misses", injuries and illnesses, must be reported immediately to the supervisor or manager. This is for both the employee's protection and for the purpose of complying with applicable laws and Company policies. Employees must obtain from their manager or Human Resources and complete an Occupational Incident/Injury/Illness form immediately following any work- related incident. It is imperative to report any such incident, injury, or illness immediately, and no later than 24 hours of its occurrence. Employees who fail to report, or who do not promptly report work-related incidents, injuries, or illnesses, may be subject to Corrective Action.

If an employee will be missing work for a certain number of days or will be under restrictions or modified duty due to an occupational incident, injury or illness, the employee must provide a written statement from a healthcare provider prior to returning to work. In the United States, the healthcare provider must be approved through workers' compensation.

LEAVES OF ABSENCE

For the Canada Leaves of Absence policy, please see the Canada Addendum found in this Guide.

A leave of absence is defined as an approved absence from work for the reasons specified in the policies below. See each of those policies below for a more complete definition of each type of leave of absence and the eligibility for each leave.

Certain states and local jurisdictions may provide additional types of leave that are not included in this Guide. The Company complies with all applicable leave laws. PTO, vacation or sick time, as defined in this Guide, may not be used immediately prior to or after a leave of absence to extend an employee's leave.

Employees who do not return to work upon their scheduled return, or who have not received an approved extension of leave, will be considered to have voluntarily resigned from their employment.

Employees with questions about leave and use of PTO, vacation or sick time while on leave should contact the EssilorLuxottica Leave and Disability Service Center at 1-866-431-8484

FAMILY MEDICAL LEAVE ACT (FMLA)

To be eligible for FMLA leave, employees must have worked for the Company for at least 12 months and have worked at least 1,250 hours in the 12 months prior to taking FMLA leave.

Previous periods of employment with the Company within the seven years prior to taking FMLA leave can be counted to meet the 12-month service requirement.

FMLA Covered Events

The FMLA provides up to 12 weeks of unpaid, job-protected leave during a single 12-month period to eligible employees for the following reasons:

- for the birth and care of a newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for a spouse, domestic partner, son, daughter, or parent with a serious health condition;
- to take medical leave when the employee is unable to work because of a serious health condition; or
- for qualifying exigencies arising out of the fact that the employee's spouse, domestic partner, son, daughter, or parent is a service member on federal active duty, or has been called to federal active duty status, and has been deployed to a foreign country (applies to National Guard, Reserves, and Regular Armed Forces).

Exigencies that qualify for leave include:

- Military events and related activities;
- Childcare and school activities;
- Financial and legal arrangements;
- Counseling;
- Post-deployment activities;
- Additional activities related to the active duty or call to active duty when agreed to by the Company;
- Deployment with a short notice; or
- Rest and recuperation.

The FMLA also provides up to 26 weeks of unpaid, job protected leave during a single 12- month period to eligible employees to care for a covered service member or veteran who is the employee's spouse, domestic partner, son, daughter, parent, or next of kin with a serious illness or injury incurred in the line of duty as a member of

the Armed Forces (including National Guard and Reserves) and the service member or veteran:

- undergoing medical treatment, recuperation, or therapy;
- an outpatient at a military medical treatment facility;
- assigned to a unit established for the purpose of providing command and control of members of the Armed Forces' receiving medical care as outpatients; or
- on the temporary disability retired list.

Definition of Serious Health Condition

A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either:

- An overnight stay in a medical care facility;
- Continuing treatment by a health care provider for a condition that either prevents an employee from performing the functions of their job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by:

- A period of incapacity of more than three consecutive calendar days combined with either:
  - Two visits to a health care provider within 30 days of incapacity; or
  - One visit to a health care provider that results in a regimen of continuing treatment;
- Incapacity due to pregnancy or for prenatal care;
- Incapacity due to a chronic condition;
- Incapacity due to a permanent or long-term condition; or
- Absences to receive multiple treatments for restorative surgery or a condition that would likely result in a period of incapacity in the absence of medical treatment.

Definition of 12-Month Period

In order to calculate the amount of FMLA leave to which an employee may be entitled during a 12-month period, the Company will review the amount of FMLA leave, if any, taken by the employee in the 12 months immediately preceding the first date of the FMLA leave.

Requesting FMLA Leave

Employees must provide 30 days advance notice to their manager and the EssilorLuxottica Leave and Disability Service Center of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and must comply with normal call-in procedures. Employees must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees should request FMLA leave by contacting the EssilorLuxottica Leave and Disability Service Center at 1-866-431-8484 or by clicking on the "My Leave" tab on MyPersonalDesk (*https://mypersonaldesk.luxottica.com/*).

Employees who request FMLA leave are required to submit the appropriate Department of Labor Certification form(s) that correlates with the type of leave requested. Forms may be obtained by contacting the EssilorLuxottica Leave and Disability Service Center . Failure to provide the proper FMLA Certification Form back to the EssilorLuxottica Leave and Disability Service Center in a timely manner, not more than 15 days from a Company request for certification, may result in the delay or denial of leave and/or benefits, denial of reinstatement, or termination of employment for unauthorized absence.

The Company reserves the right to request periodic recertification and/or a second or third medical opinion to determine the necessity of the leave, as permitted by law.

Employer Responsibilities

The EssilorLuxottica Leave and Disability Service Center will inform employees requesting leave whether they are eligible for leave under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employee's rights and responsibilities. If the employee is not eligible, Leave Administration will provide a reason for the ineligibility.

If leave will be designated as FMLA-protected, the employee will be informed of the designation and the amount of leave that will be counted against the employee's leave entitlement. If it is determined that the leave is not FMLA- protected, the employee will be notified.

Scheduling FMLA Leave

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. An employee is not required to take FMLA leave in one block. Leave may be taken intermittently or on a reduced schedule when medically necessary and properly documented. The Company reserves the right to temporarily transfer employees on intermittent or reduced schedule leave to positions that permit them to take such leave with limited disruptions to operations.

If an employee on intermittent or reduced schedule leave is unable to work mandatory overtime because of the leave, the missed mandatory overtime hours may be counted against the employee's FMLA leave entitlement. Missed voluntary overtime hours will not be counted against the employee's leave entitlement.

Pay and Benefits During FMLA Leave

FMLA leave is an unpaid leave. However, employees may be eligible to receive benefits through State-sponsored or Company-sponsored wage-replacement benefit programs. Employees may also choose to use their accrued, unused PTO, vacation or sick time where applicable, while taking FMLA leave. In order to use PTO, vacation or sick time

while on FMLA leave, employees must comply with Company PTO, vacation and sick time policies. Any PTO, vacation or sick time used during an FMLA leave runs concurrently with the FMLA leave and cannot be used to extend the FMLA leave's qualifying start or end dates. Employees with questions about use of PTO, vacation and sick time while on FMLA leave should contact the EssilorLuxottica Leave and Disability Service Center at 1-866-431-8484.

During FMLA leave, an employee's health coverage under any group health plan will be maintained under the same terms as if the employee had continued to work. Employees must pay their share of insurance premiums while on FMLA leave and will be notified of how and when to make those payments. If an employee is eligible for and receiving short-term disability pay, the employee's insurance premiums will be deducted from this pay. If an employee is not eligible for or not receiving short-term disability pay, he/she will receive an invoice for their portion of the insurance premiums. This invoice must be paid in order for benefits to continue.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Return from FMLA Leave

Prior to returning to work, employees on FMLA leave must provide a release to return to work from their health care provider supporting the employee's ability to return to work, including the ability to perform their essential job functions with or without a reasonable accommodation. Under most circumstances, employees who return to work following FMLA leave will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if they had been continuously employed (rather than on leave). For example, if an employee would have been laid off had he/she not gone on leave, or if his/her position has been eliminated during the leave, then he/she will not be entitled to reinstatement. Further, certain "key" employees of the Company might not be reinstated to their former position. "Key" employees will be notified of their status in writing when they apply for FMLA leave.

Employees who do not return to work upon their scheduled return from FMLA, or who have not received an approved extension of leave, will be considered to have voluntarily resigned from their employment.

PAID FAMILY LEAVE

EssilorLuxottica recognizes the need for paid time off to allow employees to achieve work/life balance. This policy provides paid leave for family-related absences and is intended as a wage replacement benefit. This policy supersedes all other Company paid family leaves.

Eligibility

All permanent full-time employees who have worked for EssilorLuxottica for at least 12 months prior to the leave starting are eligible for paid family leave.

Reasons for Leave

EssilorLuxottica provides 6 weeks of paid leave during a single 12-month period at 100% of the employee's base pay for the following purposes:

- Newborn bonding.
- Placement of a child with the employee for adoption or foster care.
- To care for the employee's spouse, domestic partner, child or parent who has a serious health condition.
- Any qualifying exigency due to an employee's spouse, domestic partner, child or parent being on covered active duty (or having been notified of an impending call or order to covered active duty) in the armed forces.
- To care for an ill or injured service member who is the employee's spouse, domestic partner, child, parent or next of kin.

Use of Paid Family Leave, Rate of Pay, and Benefits While on Leave

The amount of paid family leave available to an employee is calculated using a "rolling" 12-month period. Available leave is determined by subtracting the number of weeks of paid family leave taken during this 12-month "look back" period from the 6-week total allowed. For example, an employee requests family medical leave to care for an eligible family member with a serious health condition. During the past 12 months, the employee previously used 3 weeks of paid family leave following the birth of the employee's child. Accordingly, the employee would only be eligible for 3 weeks of paid family leave to care for their eligible family member with a serious health condition.

Leave will be paid at 100% of an employee's regular, base pay based on a 40-hour workweek for full-time employees. Paid parental leave will be paid on regularly scheduled pay dates in accordance with the Company's standard payroll practices.

Where applicable, the 6 weeks of paid family leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own disability. If the reason for paid family leave is also covered by a state or local paid family leave benefit, the employee may use paid family leave to supplement the

pay so that the employee receives 100 percent wage replacement (combination of state or local plan and Company plan) during the period of leave.

In order to be eligible for paid family leave, an employee's leave of absence must be taken on a continuous basis and cannot be taken intermittently. To the extent applicable, paid family leave will run concurrently with leave provided under the Family and Medical Leave Act (FMLA) and/or any leave provided under state, or local law. Please refer to the FMLA Policy for additional information regarding the FMLA.

Any paid family leave taken for the birth/adoption/foster care placement of a child must be completed within one year after the date of birth or placement.

Upon termination of employment, employees will not be paid for any unused paid family leave for which he or she was eligible.

During the period of approved paid family leave, active elected benefits coverage will be maintained under the same terms and conditions that would apply had the leave not been taken, and payment of any applicable premiums will be deducted as a regular payroll deduction in accordance with standard Company payroll processes.

Requesting Paid Family Leave

An employee must request Paid Family Leave by contacting the EssilorLuxottica Leave and Disability Service Center at 1-866-431-8484 or by clicking on the "My Leave" tab on MyPersonalDesk (*https://mypersonaldesk.luxottica.com*/)and provide his or her supervisor 30 days' notice of the requested leave (or as much notice as practicable if the leave is not foreseeable). Failure to timely provide any supporting documentation or other information requested in connection with a leave request may result in delay or denial of paid leave.

Prohibitions

Any employee who engages in fraud, misrepresentation, or provides false information in connection with the use of Paid Family Leave may be subject to corrective action, up to and including termination.

MILITARY LEAVE

The Company recognizes that some of its employees may choose, or be asked, to serve their country by joining the uniformed services. These employees deserve appreciation and respect from their co- workers and management when they depart for service and when they resume their civilian careers.

Employees who are absent from work due to service in the uniformed services will be granted military leaves of absence as, and to the extent required by the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and any other applicable state law. To obtain such military leave, employees must notify their manager and the EssilorLuxottica Leave and Disability Service Center of their need for leave verbally or in writing unless military necessity prevents the giving of notice, or the giving of notice is otherwise impossible or unreasonable.

Unless otherwise required by law, an employee's benefits will be continued for a maximum of 30 days from the employee's first day of leave. Thereafter, employees shall be offered the opportunity to elect to continue their benefit coverage up to 24 months at their own expense pursuant to COBRA.

Paid Leave Up To 15 Days

In addition, all hourly and salaried full-time and regular part-time employees who are absent from work due to service in the military are also eligible for up to 15 calendar days of paid military leave each calendar year. Unless otherwise specified by local policy, full-time employees shall receive eight hours of pay for each day and part-time employees shall receive four hours of pay for each day. Any military leave of absence beyond these 15 calendar days will be unpaid, unless otherwise required by law.

To be placed on paid military leave, an employee must provide his/her manager and the EssilorLuxottica Leave and Disability Service Center with a written request along with the official military orders with the beginning and end date of active duty. An employee's health benefits will remain the same during the leave of absence and his/her portion of benefit costs will continue to be deducted from the employee's paychecks.

Upon return from approved paid military leave, employees must present a copy of their military release papers. Any pay received by the employee from the government for military service employed with the first 15 days of military leave shall be reimbursed to the Company unless prohibited by state law.

COMPANY MEDICAL LEAVE

In some instances, employees may have a need for a leave of absence that is related to their own serious medical condition. In addition to whether an employee is eligible for medical leave under FMLA, as a reasonable accommodation under the Americans with Disabilities Act (ADA), and/or any other applicable state or federal law, he or she may qualify for an unpaid leave of absence pursuant to the Company's Medical Leave policy.

Company Medical Leave is available for qualified employees whose own serious medical conditions prohibit them from performing the essential functions of their job. Company Medical Leave may not be taken on an intermittent basis or in the form of a reduced work schedule.

Unless otherwise required by federal, state or local law, the leave is not job protected, and depending on business operations, the associate may not be reinstated to the same position he/she held when the leave commenced. In such cases, the Company will make reasonable efforts to place the employee in another vacant position, which, in the judgment of the Company, he or she has appropriate skills and abilities. If no such vacancy exists, or is not

anticipated to become available in the near future, the associate's employment with the Company may be terminated.

Employees must submit a request for Company Medical Leave at least 30 days before the leave, or if the leave is unforeseeable, as soon as practicable under the circumstances. To request Company Medical Leave, employees must notify their manager and also contact the EssilorLuxottica Leave and Disability Service Center at 1-866-431-8484 or by clicking on the "My Leave" tab on MyPersonalDesk (*https://mypersonaldesk.luxottica.com/*). Upon notification, employees must provide adequate medical certification to the EssilorLuxottica Leave and Disability Service Center to determine if the leave qualifies for Company Medical Leave and to indicate the anticipated timing and duration of the leave. Failure to do so may result in all further absences being subject to the applicable Company attendance policy, up to and including termination of employment.

If approved, employees may take up to a maximum of 90 days, which will run concurrent with FMLA and/or any other applicable state or local law. Employees must report periodically to their manager, at least every 30 days, regarding the status of their medical condition and their intent to return to work.

If additional leave past 90 days is required, employees must request an extension from the EssilorLuxottica Leave and Disability Service Center and provide any necessary medical documentation from their health care provider to support the continued leave. An extension of up to a maximum of 90 days may be granted at the discretion of the Company. Further extensions will be granted only when required by law. Reasonable accommodation, if appropriate will be explored before termination. Misrepresentation of facts to obtain a leave of absence or to secure an extension of a leave will result in termination of employment.

During Company Medical Leave, the employee's health coverage under any "group health plan" will be maintained under the same terms as if the employee had continued to work without leave. The employee will receive information from the Third-Party Benefits vendor on how to pay their benefit premiums for the duration of their leave time. It will be the employee's responsibility to pay these premiums in order to continue with their company sponsored benefits.

Unless specifically authorized in writing by the Company, an employee who engages in employment elsewhere while on a medical leave of absence will be deemed to have voluntarily terminated his or her employment with the Company. Employees must contact their direct manager to receive such written Company authorization.

Prior to returning to work, employees must submit a return-to-work form completed by their health care provider indicating their ability to return to work and complete the essential functions of their position, with or without a reasonable accommodation. Failure of an employee to return to work at the termination of a leave of absence, or to secure an approved extension of the leave in advance, will be considered a voluntary resignation of employment. The Company further reserves the right to cancel a leave of absence before the expected return date, unless otherwise required by law.

PERSONAL LEAVE

Personal leave may be granted at the discretion of the Company to employees who have completed six consecutive months of service. Personal leaves are unpaid; however, the employee must use any available PTO, vacation or sick time concurrently with their approved personal leave. A personal leave may be granted:

- For emergencies or extreme personal hardships on the employee provided the absence does not conflict with departmental/store/facility workload; or
- When an employee needs to relocate to another store or location with the Company.

Personal leave of absence requests may be made by contacting the Luxottica Leave and Disability Service at 1-866-431-8484 or by clicking on the "My Leave" tab on MyPersonalDesk (*https://mypersonaldesk.luxottica.com/*).. A personal leave of absence will not be granted to attend school or to extend another type of leave of absence, unless otherwise authorized by the Company.
Generally, an unpaid personal leave of absence may be granted for a period of up to 30 days. Extensions will be approved only in exceptional circumstances in increments of 15 days, up to a maximum of 90 days. Neither PTO, vacation or sick time may be used to extend a personal leave beyond 90 days. The Company reserves the right to cancel a personal leave of absence before an employee's expected return date.

If an employee fails to obtain an approved extension of a personal leave of absence before the approved leave period has lapsed, the Company will assume that the employee has voluntarily terminated his/her employment if the employee does not return to work within two days following the end of an approved leave.

BEREAVEMENT LEAVE

Full-time and part-time employees are entitled to paid bereavement leave for the death of an immediate or non-immediate family member as defined below. Unless otherwise specified by local policy, full-time employees receive eight hours of pay for each day off and part-time employees receive four hours of pay for each day off. The Company reserves the right to require documentation of the need for bereavement leave.

An employee will receive up to three consecutive days of time off with pay for the death of an immediate family member, which includes the employee's spouse or domestic partner, children, parents, grandparents, grandchildren and the employee's siblings. The term immediate family member applies to the employee's

relationships, whether they are established by blood or marriage (e.g., in-law, step relationships).

An employee will also receive up to one day of paid time off for the death of a non-immediate family member, which includes the employee's aunt, uncle, cousin, niece or nephew. The term non-immediate family member applies to the employee's relationships, whether they are established by blood or marriage (e.g., in-law, step relationships), and includes second or third relatives and "great" relatives.

If a close relationship exists other than those listed, an employee may request PTO or vacation in order to attend a funeral, memorial service, wake, etc. Approval of such requests is within the discretion of the Company.

In conjunction with this policy, the Company will comply with all other applicable state, provincial and local bereavement leave laws where its worksites and employees are located.

JURY DUTY LEAVE

For the Puerto Rico Jury Duty Leave policy, please see the Puerto Rico Addendum found in this Guide.

Full-time and part-time employees may be eligible for paid jury duty leave. When an employee receives a court-ordered summons, he/she must notify his/her manager immediately and give him/her a copy of the jury duty summons. This will help the manager make the proper work and pay arrangements for an affected employee.

Unless otherwise specified by local policy, full-time employees receive eight hours of pay for each day off and part-time employees receive four hours of pay for each day off, up to a maximum of two 10 days (80 hours). If a full day of jury duty is not served, the employee must report back to work. When an employee receives a government check as reimbursement for jury duty, the check must be endorsed over to the Company and forwarded immediately to the Treasury Department, unless prohibited by local law.

The Company will comply with all applicable jury duty leave laws.

CRIME VICTIM LEAVE

EssilorLuxottica will provide unpaid time off to any employee who is a victim, as that term is defined in this policy, so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee's child. For purposes of this policy, "victim" includes a victim of stalking, domestic violence, or sexual assault; a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or a person whose immediate family member is deceased as the direct result of a crime.

"Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief. "Immediate family member" includes the employee's:

- Child, regardless of age (including a biological, adopted, step-, or foster child; legal ward; child of a domestic partner; child to whom the employee stands in loco parentis; or person to whom the employee stood in loco parentis when the person was a minor);
- Parent (including a biological, adoptive, step-, foster parent or legal guardian of the employee or the employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child);
- Sibling (including a biological, foster, step-, half- or adoptive sibling);
- Spouse or registered domestic partner; or
- Any other individual whose close association with the employee is the equivalent of such family relationships.

Any employee against whom any crime has been committed will also be permitted time off to appear in court to comply with a subpoena or other court order as a witness in a judicial proceeding. The Company will comply with all applicable laws regarding time off to testify as a witness.

Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. When an unscheduled absence occurs, the Company may require the employee to provide written certification of the need for time off, unless otherwise prohibited by law. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Additionally, an employee who is a victim may take time off for any of the following reasons:

- to seek medical attention for injuries caused by the crime or abuse;
- to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse;

- to obtain psychological counseling or mental health services related to an experience of crime or abuse; and
- to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or other state, provincial or local leave, the leave pursuant to this policy will run concurrently. Additionally, the length of leave under this policy is limited to that provided under the FMLA. For example, an employee is not entitled to time off due to reasons in this policy if they have already exhausted the maximum 12 weeks of leave under the FMLA.

Employees may use accrued PTO or other paid leave or wage replacement to receive compensation during the leave of absence. Employees may also be entitled to a reasonable accommodation under the Company's Domestic Violence policy or additional protected leaves of absence. For additional information, contact Human Resources and/or the EssilorLuxottica Leave and Disability Service Center at 1-866-431-8484.

The Company will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the employee's status as a victim of crime or abuse, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee takes or requests leave in accordance with this policy.

TIME OFF TO VOTE

Employees generally should attempt to coordinate voting time either before or after their regular work schedule. If an employee is unable to vote in an election during his/her non-working hours through reasonable diligence, the Company may grant up to two hours of unpaid time off to vote or additional time if required by law. Employees must request time off to vote from their manager at least two working days prior to the day of the election. Employees must demonstrate why they cannot vote during non-working hours. If time off is granted, the Company shall determine in its sole discretion the hour(s) designated as time off to vote. The Company will comply with all applicable voting leave laws.

For additional California Leave of Absence policies, please see the California Addendum found in this Guide.

For additional Puerto Rico Leave of Absence policies, please see the Puerto Rico Addendum found in this Guide.

ADDITIONAL LEAVES OF ABSENCE NOT LISTED IN THIS GUIDE

As laws and Company policies are enacted or amended, additional types of leaves may be available to an employee. Please check with the Luxottica Leave and Disability Service at 1-866-431-8484 for any additional leave type(s) that may be available for your particular need for leave.

EMPLOYEE BENEFITS

For Canada Employee Benefits policies, please see the Canada Addendum found in this Guide.

This section provides an overview of the Company's comprehensive and competitive benefit offerings for employees in the United States. For additional information on benefit plans and eligibility or to access Summary Plan Descriptions (SPD), log onto *benefits.essilorluxottica.com* or call the Luxottica Human Resources Services Center at 1-866-431-8484. If there is any conflict between the statements in this Employee Guide and the current SPD, the SPD shall govern in all cases.

The Company reserves the right to modify or terminate any benefit plan or policy at any time in its sole discretion.

PAID TIME OFF (PTO)

For Puerto Rico Vacation and Sick Time policies, please see the Puerto Rico Addendum found in this Guide.

Rather than separate vacation time, personal time and sick time, the Company combines each of these benefits into a single category called Paid Time Off (PTO). PTO gives employees more flexibility to use paid days off from work as the employee chooses. Accrued PTO is available to all U.S. non-exempt/hourly full-time employees, non-retail store part-time employees, and exempt/salaried retail store employees.

PTO Accrual and Use

PTO is accrued each pay period based on all hours paid. With the exception of Luxottica Wholesale, PTO is calculated according to an employee's PTO service or anniversary date (the most recent start date of full- time employment). In the alternative, Luxottica Wholesale calculates their PTO on a calendar year basis, from January 1 – December 31 each year. Employees begin to accrue and use PTO on the first day of employment and continue to accrue PTO every week that they are active and working. Non-exempt/hourly employees do not accrue PTO while on a Leave of Absence (LOA). PTO is accrued as follows, except where state or local laws require a more favorable accrual rate:

Retail Stores Accrual Schedule:

Length of Service	Accrual Rate	Annual Maximum
0 to 1 year	0.0192 hours per hour paid	40 hours
1 year to 5 years	0.0576 hours per hour paid	120 hours
6 years to 10 years	0.0769 hours per hour paid	160 hours
11 years or more	0.0962 hours per hour paid	200 hours

Operations Accrual Schedule:

Length of Service*	Accrual Rate	Annual Maximum
0 to 1 year	0.0384 hours per hour paid	80 hours
1 year to 5 years	0.0576 hours per hour paid	120 hours
6 years to 10 years	0.0769 hours per hour paid	160 hours
11 years or more	0.0962 hours per hour paid	200 hours

*Employees in work locations with greater PTO eligibility are grandfathered accordingly.

Field Management, Employed Optometrists, Corporate Offices and Oakley Foothill Ranch Accrual Schedule:

Length of Service*	Accrual Rate	Annual Maximum
0 to 5 years	0.0576 hours per hour paid	120 hours
6 years to 10 years	0.0769 hours per hour paid	160 hours
11 years or more	0.0962 hours per hour paid	200 hours

*Employees in work locations with greater PTO eligibility are grandfathered accordingly.

Wholesale Accrual Schedule:

Length of Service*	Accrual Rate	Annual Maximum**
0 to 5 years	0.0576 hours per hour paid	105/120 hours
6 years to 10 years	0.0769 hours per hour paid	140/160 hours
11 years or more	0.0962 hours per hour paid	175/200 hours

*Employees with greater PTO eligibility prior to January 1, 2008 are grandfathered accordingly.
** Annual maximum accrual is based on either a seven or eight hour work day.

For time off of one (1) week or longer, PTO requests should be submitted one (1) month in advance to the employee's immediate supervisor in the timekeeping system, where applicable. For all other requests, employees must request approval in the timekeeping system, where applicable, at least two (2) weeks in advance. When such advance notice is not feasible, employees should provide notice as soon as possible to lessen any disruption to the business. PTO will be approved in consideration of business operations. Failure to notify management when missing work constitutes an unexcused absence and may result in Corrective Action even if an employee has PTO available and whether or not PTO is used to cover the absence.

PTO is tracked in the timekeeping system for all employees. PTO balances can be viewed in the timekeeping system and on each pay stub. As with hours worked, it is the employee's responsibility to ensure PTO taken is accurately reported.

Borrowed PTO

Unless an employee is on a LOA, which includes intermittent and reduced-schedule FMLA, he or she may be permitted to borrow PTO before it has been accrued, creating a negative PTO balance. Employees may borrow up to a maximum of 40 hours of PTO at one time, provided they do not borrow more PTO than they are eligible to earn annually under the applicable accrual schedule above. If by chance, an employee's negative PTO balance exceeds the maximum negative balance allowed, he or she will not be eligible to take PTO until the balance falls below the maximum threshold. Employees' PTO balances are expected to return to a zero or positive balance by the first day of their next PTO year. If an employee terminates Luxottica with a borrowed PTO balance, Luxottica will withhold the borrowed PTO from the employee's final paycheck, where permitted by law. If not deducted from final pay, the Company will maintain a negative PTO balance on the employee's record, which will be re-activated at the time of any subsequent rehire with the Company.

PTO Carryover and Payout

Unused PTO hours will automatically carryover to the new anniversary year, up to a maximum of 40 hours. Any hours over 40 will be forfeited, unless otherwise required by law and set forth below.

Employees working in California, Montana and Colorado, and full-time Luxottica employees working in Illinois who were hired prior to January 1, 2015, are eligible for unlimited carryover, subject to the maximum balance limit. If an employee reaches the set maximum balance limit, they will stop accruing PTO until they take time off. The PTO maximums are as follows:

Length of Service	Annual Maximum
1 to 5 years	210 hours
6 years to 10 years	280 hours
11 years or more	350 hours

If an employee with unlimited carryover transfers to another state that does not provide unlimited carryover, the employee will bring over any accrued but unused PTO reflected on the employee's paycheck stub. The employee must work with the employee's new manager to use any PTO over 40 hours by the employee's anniversary date. Accrued and unused PTO hours will be paid out to all employees upon either termination or a change from full-time status to part-time or casual part-time status for retail store employees.

FLEXIBLE PTO

This policy applies to all exempt employees not working in a retail store (collectively referred to as "eligible employees"). Non-exempt/hourly employees and exempt retail store employees are not eligible for Flexible PTO and will accrue PTO under the existing PTO Policy for U.S. Employees (see above).

Flexible PTO allows eligible employees to take time off as needed, for any reason, as business allows. This includes time spent away from work for vacation, relaxation, sickness, personal, or family reasons. Flexible PTO is not earned or accrued at any time. There is no limit on the overall amount of time that can be taken, as long as time off is planned in advance with the employee's supervisor and direct reports so that business continues uninterrupted during the absence. A reasonable limit of two (2) consecutive weeks, however, is the maximum amount of Flexible PTO that can be taken at one time under this policy. Flexible PTO is paid at the eligible employee's regular base salary.

Scheduling Flexible PTO

Eligible employees are expected to schedule Flexible PTO in advance and ensure that it does not adversely impact the business or co-workers, whenever possible. Employees should coordinate their Flexible PTO with their supervisor, direct reports and co-workers and provide at least two (2) weeks advance notice when they plan to be out, when possible. When advance notice is not feasible, eligible employees should provide notice as soon as possible to lessen any disruption on the business.

Management Review

The use of Flexible PTO must be approved by an immediate supervisor. Flexible PTO is required to be recorded in the employee's applicable timekeeping system for tracking purposes. Supervisors are responsible for ensuring that the use of Flexible PTO is reasonable, does not adversely impact other co-workers or the business, and does not impact the job performance of the employee. The Company retains the right to deny requested Flexible PTO based on business needs, the productivity of the employee, or any other business reason. Repeated failure to schedule or obtain approval for Flexible PTO in advance may result in review with Human Resources or subject an eligible employee to corrective action.

It is expected that supervisors will approve Flexible PTO requests in a fair and consistent manner. If supervisors have questions on the reasonableness of a request, or the potential interaction with an accommodation or job protected leave of absence as explained below, they should consult with Human Resources.

Leaves of Absence and Third-Party Benefit Programs

At times, employees may be eligible for time off work under applicable federal, state and local laws, and/or one of EssilorLuxottica's leave of absence policies. Eligible employees may use Flexible PTO for pay during such time off work, just as they can for any other approved reason. In doing so, Flexible PTO will run concurrently with an approved leave of absence and will not extend the leave's qualifying start or end dates.

Eligible employees may designate when during the approved leave of absence they wish to take their Flexible PTO. Time off in excess of two weeks of Flexible PTO will be unpaid, unless the eligible employee qualifies for a third-party benefit program such as short or long-term disability insurance, state disability insurance, workers' compensation, or as otherwise required by law. If a third-party benefit does apply, the amount of Flexible PTO an employee receives is offset by any payments received under the third-party program, and benefits are coordinated.

However, any Flexible PTO used during an unpaid short-term disability insurance elimination period, if applicable, will not count toward the employee's two week maximum for that continuous leave of period, should the employee's paid benefits exhaust before the employee returns to work. For example, an employee who goes out on maternity leave may use one week of Flexible PTO to cover her elimination period prior to the start of her short-term disability leave, and then use another two weeks of Flexible PTO during her unpaid baby bonding leave. Similarly, an employee with a long-term illness may use one week of Flexible PTO to cover his elimination period before starting short-term disability leave insurance benefits, and then use another two weeks of Flexible PTO after his short-term disability leave has exhausted.

Eligible employees are required to apply for and integrate state disability and short-term disability insurance benefits with their Flexible PTO. Similarly, eligible employees are encouraged to apply for a leave of absence when applicable, so that the Company may fully evaluate the request under Company policy and/or applicable law; otherwise, their request for Flexible PTO may be denied. For more information regarding EssilorLuxottica's leaves of absence, short or long-term disability plans, or state disability insurance programs, please contact EssilorLuxottica's Leave and Disability Service Center.

Change of Status

Any hourly employee who moves into an eligible exempt role will begin transitioning to the Flexible PTO Policy immediately. PTO accruals will cease as of the role transition date, with the expectation that the eligible employee will transition to the Flexible PTO Policy within six (6) months of that date, unless otherwise specified by the Company. At the end of the established transition period, any unused, accrued PTO will be forfeited unless otherwise required by law. In such cases where it cannot be forfeited, the Company will determine how such unused, accrued PTO will be exhausted or paid to the employee within the legal requirements.

Termination of Employment

Flexible PTO is not a form of additional wages for services performed, is not earned, and does not accrue. Rather, it is part of the Company's goal to provide a flexible work schedule, which includes eligible employees' ability to decide when and how much time to take off within the guidelines of this Policy. Accordingly, there is no pay out of Flexible PTO upon voluntary or involuntary termination unless otherwise required by law. Any PTO hours that were accrued under a previous PTO policy, and not exhausted prior to the employee's termination of employment, will be handled in accordance with the PTO policy under which the PTO hours were originally accrued.

Additional PTO Benefits

Company policy and/or state or local laws may provide additional PTO benefits including paid sick leave and safe time leave. For questions and more specific details regarding these and other PTO benefits, please refer to the Company's intranet, your brand-specific online communications channel or contact Human Resources.

HOLIDAYS

For the Canadian Holiday Policy, please see the Canada Addendum in this Guide.

Once eligible for Company benefits, full-time and part-time employees are entitled to paid holidays. Holiday and Diversity Day entitlements, if applicable, vary based on an employee's brand/location and years of service. Please refer to your brand/location's Annual Holiday Schedule for details. Casual part-time and seasonal employees are not eligible for holiday pay or Diversity Days.

Holidays are paid at the regular hourly wage or salary rate, unless otherwise required by state and/or local laws. Unless otherwise specified by local policy, full-time employees receive a day off work with eight hours of pay and part-time employees receive a day off work with four hours pay.

To receive holiday pay, employees must work their scheduled day before and after the scheduled holiday subject to individual facility policy and discretion. For an absence due to illness on one or both of these scheduled days, a doctor's note must be provided to maintain eligibility for holiday pay. Employees are not eligible for holiday pay while on a leave of absence.

Employees who work on a holiday may be able take their paid holiday on an alternate day before or after the actual holiday with supervisor approval. Refer to your brand/location's Annual Holiday Schedule for additional details.

Unless otherwise prohibited by state law, employees may not sell back holiday hours, and will not be paid out any unused holiday hours upon the employee's separation of employment from the Company.

HEALTH & WELFARE BENEFITS

Medical, Dental & Other Benefits

Full-Time Employees

The Company is committed to providing eligible full-time employees and their eligible dependents with comprehensive and quality benefits programs that best meet their needs. The Company's goal is to keep the employee share of medical premiums as low as possible, while maintaining quality benefits. In fact, it is our priority to ensure that EssilorLuxottica's benefits are competitive with the companies with whom we compete for talent.

To receive coverage, eligible employees must complete enrollment before the date specified on the employee's benefits website home page at benefits.essilorluxottica.com. Employees who need to enroll in or change benefits selections due to a Qualified Status Change Event (birth, adoption, marriage, etc.) must complete enrollment within 30 days of the date of the Qualified Status Change Event.

Failure to complete or provide all required enrollment information in a timely manner may delay or impair the employee's eligibility for benefits.

For full-time benefit details refer to the Benefits Summary Plan Description, which can be found at *benefits.essilorluxottica.com* or contact the EssilorLuxottica Human Resource Service Center at 1-866-431-8484.

Part-Time and Casual Part-Time Employees

The Company is committed to providing eligible part-time and casual part-time employees and their eligible dependents with comprehensive and quality benefits programs that best meet their needs.

To be eligible for timely coverage, enrollment must be completed within 30 days of being hired as a part-time or casual part-time employee, moving from full-time to part-time or casual part-time, or experiencing a Qualified Status Change Event.

Failure to complete or provide all required enrollment information in a timely manner may delay or impair the employee's eligibility for benefits.

For part-time and casual part-time benefit details refer to the Benefits Summary Plan Description, which can be found *benefits.essilorluxottica.com* or contact the EssilorLuxottica Human Resource Service Center at 1-866-431-8484.

SHORT TERM DISABILITY

Short Term Disability (STD) benefits provide an eligible full-time employee the ability to receive a portion of his/her pay if the employee needs time away from work for his/her own certified medical condition. The Company provides STD benefits at no cost to employees. Employees in some states and Puerto Rico must apply for state disability benefits through the state, in addition to applying for short term disability benefits offered through the Company. In addition, employees in Puerto Rico should refer to the SINOT policy in the Puerto Rico Addendum found in this guide.

Employees should contact the EssilorLuxottica Leave and Disability Service Center to apply for STD benefits. A representative from our disability carrier will work with the employee to determine if he/she is eligible for STD benefits and/or any applicable state disability benefits.

An employee's health care provider will be required to submit separate medical documentation to support their application for STD benefits. Employees are not eligible to concurrently receive STD benefits and workers' compensation benefits. For further details on the Short Term Disability Plan, employees should refer to the Summary Plan Description at *benefits.essilorluxottica.com*.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Company offers access to an Employee Assistance Program (EAP) as part of our commitment to provide comprehensive, quality benefits. This benefit is provided to all employees, regardless or status, and at no cost to employees.

EAP is a confidential support and referral service with resources to help employees maximize productivity while balancing life's realities and challenges, such as child care and parenting, aging parents, financial and legal concerns, work, career, emotional well-being, addiction and recovery and more.

To access the EAP, please contact the Anthem EAP at 833-914-0267or *www.AnthemEAP.com* (enter "EssilorLuxottica" to log in).

RETIREMENT

EssilorLuxottica 401(k) Retirement Savings Plan

Employees are eligible to participate in one of EssilorLuxottica's 401(k) Retirement Savings Plans based on their date of hire and employee group. EssilorLuxottica offers competitive retirement savings plans to help employees save for retirement. For additional information, go to *benefits.essilorluxottica.com*.

Luxottica Pension Plan

Certain Legacy Luxottica employees hired or rehired prior to January 1, 2014 and who have worked one year with at least 1,000 hours and are 21 years old or older are eligible for the Luxottica Group Pension Plan (certain vesting requirements apply before an employee can receive benefits). This plan provides certain benefits to an employee upon retirement from the Company. The benefits an employee receives are based on length of service. Enrollment in the plan is automatic once you meet the eligibility criteria. For details, refer to the Luxottica Group Pension Summary Plan Description, which can be found at *benefits.essilorluxottica.com*.

ADDITIONAL BENEFITS AND EXTRA PERKS

Full-time part-time, and casual part-time employees are eligible to receive voluntary benefits and extra perks as thanks for their hard work and commitment to the Company. These additional benefits and perks end the last day of the pay period in which an employee terminates.

Annual and Milestone Eyewear Certificates

Each year on their EssilorLuxottica service anniversary, employees receive an eyewear certificate which entitles them to a free pair of eyewear from a Luxottica store. Eyewear certificates are valid for one year from the employee's service anniversary date. In addition, at each five-year milestone service anniversary (5, 10, 15, 20, 25, etc. years), employees receive a second eyewear certificate.

If an employee does not receive his/her certificate(s) by the 15th of their anniversary month, he/she should notify his/her Regional Manager/Department Leader, who should notify *CompEyewear@alight.com* to request a replacement certificate.

Only an employee or the employee's eligible dependent, as defined by the EssilorLuxottica Group Benefit Plan, may redeem an annual eyewear certificate. If redeemed by an employee's dependent, the employee must accompany the dependent at the time of redemption. Milestone eyewear certificates may be redeemed by the employee or any individual of the employee's choice.

Proper identification is required when redeeming the annual eyewear certificate. Certificates cannot be sold. Eyewear redeemed with the eyewear certificate is not for resale under any circumstances. Refer to the eyewear certificate and related documents for additional usage information, including redemption restrictions.

Employee Discount

The EssilorLuxottica Employee Discount entitles employees to receive the Company's best discounts at Luxottica stores when purchasing prescription or non-prescription eyewear, sun wear, and other items.

Use of the employee discount is subject to the following restrictions:

- The discount may be used to purchase eyewear, apparel, or product for yourself, immediate family members, or gifts for which you receive no reimbursement. For purposes of this benefit, "immediate family" means family members who are allowed as a federal tax exemption by the employee.
- Reimbursement in any form cannot be accepted for purchases made with your discount.
- Items purchased using the discount may not be resold for profit.
- Employees may not process or tender their own transaction or the transactions of an immediate family member.
- Employees must be present and personally pay for products and/or services.
- It is the employee's responsibility to know when limits, restrictions and/or exclusions may apply, including any annual spending cap set by the Company.
- This discount cannot be applied with any other offers or promotions.

Employees who violate the discount policy may be subject to Corrective Action.

Online Discount Marketplace

The online discount marketplace features easy access to significant savings with top national brands. It features more than 500 top vendors of goods & services in apparel, automotive, beauty and more!

Go online to the Benefit Hub tile on *benefits.essilorluxottica.com* for information about employee discounts at Luxottica stores and other merchants and service providers nationwide.

CRISIS ASSISTANCE PROGRAMS

As we work together every day, co-workers can become close friends. While we are a large organization, we are fortunate to have a culture of caring employees who often become part of our extended family. Over and over our employees demonstrate generosity and compassion in how we treat each other every day and how we support each other in life's most joyful and most difficult moments. The Company created the Guardian Angel and Give A Day Programs so employees can help co-workers by donating money or paid time off when they experience a crisis.

Give a Day Program

This program is designed to allow full-time employees not covered by the Flexible PTO policy to help a co-worker with the gift of paid time off. Full- time employees can donate an unlimited amount of their own unused, accrued PTO or vacation time to another full-time employee who needs time away from work. Employees may receive a maximum of 160 hours (20 days) per anniversary year of donated PTO.

To donate PTO or vacation to Give A Day, please contact the HR Service Portal (via My Personal Desk) and select the Give a Day option. For additional information or questions contact Human Resources.

Guardian Angel Fund

A Guardian Angel Fund can be established to help an employee in need of monetary support as a result of a crisis. Employees may volunteer to participate as they wish, including through anonymous donations.

To financially assist a co-worker in times of crisis, employees should let their manager know they'd like to set up an account for donations for a co-worker and complete the Guardian Angel Program Request Form for approval by their manager.

For more information or questions on the Guardian Angel Fund program, contact the Benefits Department at *benefitsdept@luxotticaretail.com*.

MEMBERS TRUST FEDERAL CREDIT UNION

Members Trust Federal Credit Union is a full-service financial institution that is available to all employees and their family members (spouse, children, parents, etc.) in the United States. A full range of deposit products is offered including savings accounts, free checking, and certificates of deposits, IRA and more. Members Trust also offers a complete lending solution, which includes overdraft protection loans, auto, home, home equity and three VISA card options.

For details call Members Trust at 1-800-769- 8934 or visit *www.memberstrust.org*.

PROFESSIONAL DEVELOPMENT AND CAREER GROWTH

The Company provides employees with many opportunities for professional growth and development to help each employee take charge of his or her career path. This includes online training offered to all employees through Leonardo, EssilorLuxottica's online university, as well as tuition reimbursement and optician licensing. Other sources range from a Company lending library to classroom training and annual leadership conferences. EssilorLuxottica also offers external development assistance.

Tuition Reimbursement

EssilorLuxottica's Tuition Reimbursement Program provides financial assistance to eligible full-time employees who seek to improve their job-related knowledge and skills through outside coursework. For eligibility criteria and more information, please visit *benefits.essilorluxottica.com*.

Optician Reimbursement

EssilorLuxottica offers full and partial reimbursement of optician expenses for certain optician exams, development courses, continuing education, and licensing/renewal fees for employees who meet eligibility criteria. For more information on the Optician Reimbursement Program, please visit *benefits.essilorluxottica.com*.

OPERATIONS ADDENDUM

This Addendum applies to all Manufacturing, Rx Operations and Distribution Center employees (collectively referred to as "Operations.") This Addendum supplements and should be read in conjunction with the main content found in the Employee Guide, in addition to any other applicable geographic Addendums. To the extent a policy in the Employee Guide conflicts with a policy in this Addendum, Operations employees should follow the policy in this Addendum, unless a policy in a geographic Addendum applies (e.g., California, Canada and Puerto Rico).

VISITORS

To ensure a safe work environment, all visitors must comply with applicable Company policies. Visitors include family members, friends, customers, vendors, and other non-employees. All visitors must enter through the main lobby doors and be issued a visitor identification badge upon arrival, where applicable. Where provided, visitor identification badges must be worn and visible at all times. Foothill Ranch employees wishing to bring a visitor to the Employee Purchase store must enter through the security entrance located on the side of the building. Visitors are only permitted in employee break rooms with prior supervisor approval. Additionally, Smoking, Dress Code and Photography, Video and Recordings policies apply to all visitors.

FOOD AND DRINK

The Occupational Safety and Health Administration (OSHA) prohibits food and drink in certain areas. This includes the work floor, where food and non-approved beverage containers (e.g., water bottles and cups without lids) are prohibited, unless otherwise approved by Human Resources or Facility Leader. For additional restrictions, refer to facility specific policies regarding food and drink.

DRESS CODE

EssilorLuxottica Operations strives to maintain a safe and productive work environment, and the dress standards of the Company are an important aspect of this objective. Employees are expected to be well-groomed, practice good hygiene, and project a professional image. In general, the following guidelines apply to all EssilorLuxottica Operations employees:

- Employees should wear clean, casual garments that fit properly and are in good condition.
- Where lab coats are required, employees should wear clean, fitted lab coats during working hours. It is the employee's responsibility to maintain the cleanliness and appearance of his/her lab coat.
- Employees should wear clean, closed heel and closed toe shoes, sneakers or work boots (lace, ankle high) on the work floor (applies to production, distribution, or maintenance floors). Open shoes (toes or heel), sandals, snow boots, and high top boots are only permitted in the office and non-production areas.
- Hair that is shoulder length or longer must be off the shoulders when working with any equipment and/or while working on the production floor.
- Headgear is permitted, but may be subject to workplace searches.

What Not to Wear

- Loose-fitting, torn or ragged clothing, or long, dangling jewelry that can become entangled in equipment.
- Tight fitting, see-through or revealing attire such as: short dresses or miniskirts, sleeveless sundresses, low-rise jeans, shorts more than four inches above the knee, midriff tops, halter- tops, spaghetti-strap tops, or tank tops.
- Flip-flops and other beach-related footwear are not permitted on the work floor or in the office.
- Clothing that is in disrepair or is unkempt.
- Clothing, hats or baseball caps with offensive, political, religious or sexual messages are prohibited.

Management reserves the right to restrict clothing, hair and personal appearance that detracts from a safe and productive work environment. Facilities may also use discretion to allow certain attire in their location, provided the attire does not violate safety standards. Questions about the appropriateness of a particular fashion or appearance issue and dress code accommodation requests, including to accommodate an employee's sincerely held religious beliefs, should be directed to the employee's manager or Human Resources before the article is worn.

Employees who violate this policy may be asked to clock out and return home to change and/or may be subject to Corrective Action. Work time missed to leave to change clothing will count as an absence/occurrence in accordance with the Attendance Policy.

VISITOR/CONTRACTOR COMPLIANCE

The dress code policy applies to visitors and contractors anytime they are working in or are traveling through the facility. The facility contact person is responsible for reviewing the dress code policy with the visitor or contractor.

EMPLOYEE BADGES

To ensure a safe work environment, all visitors and employees must wear identification badges, where issued. Badges issued are the property of EssilorLuxottica Operations and should be worn and visible above the waist at all times while on EssilorLuxottica Operations property.

Where issued, it is the responsibility of each employee to have their badge on hand to clock in and out, to ensure that their time is recorded for payroll. Failure to do so may result in pay adjustments not being processed in a timely manner.

Violations of the Employee Badge Policy that may subject an employee to Corrective Action include, but are not limited to:

- Three instances of an employee forgetting his/her badge, failing to clock in/out for the workday, breaks, or taking shortened meal breaks without manager authorization, within a rolling three month period.
- Use of an employee badge to falsify Company records, such as clocking jobs in or out early.
- Use of another employee's badge to clock in/out or alter time clock records on their behalf or permitting another employee to use his/her badge to do so.

Whenever an employee enters an area which requires card access, each employee must enter the card reader individually before entering the area. Lost badges will be replaced by the Company; however, the cost to employee will depend on facility policy. Employees should notify their manager to replace a lost badge.

WORK FLOOR PHONES

Telephones located on the work floor are for authorized business purposes only. Use of work floor telephones for personal calls is prohibited.

PHOTOGRAPHY, VIDEO AND RECORDINGS

The Company routinely documents its business and events through videos and photography. All employees approve the use of their image for Company related purposes as a condition of employment.

Unless it is part of their job responsibilities, employees, visitors, vendors, and contractors may not take and/or post photos, audio/video recordings (including conversations) of customers, management, their work environment, or Company events without prior consent and approval from Corporate Communications. Employees may also not take and/or post photos or audio/video recordings of other employees without prior consent and approval from each of those employees.

This policy is consistent with other Company policies related to protecting Company proprietary and confidential business information and respecting individual privacy.

PRE-SHIFT AND POST-SHIFT WORK ACTIVITIES

Non-exempt/hourly employees are permitted, but not required, to clock in or out using the timekeeping system according to the guidelines below, but they must not engage in any work activities before the start of their scheduled shift or after they have clocked out at the end of their scheduled shift.

- **Rx Operations and Distribution Centers (excluding Essilor California and Gentex locations)**: May clock in up to seven (7) minutes prior to the start of their scheduled shift
- **Oakley (Foothill Ranch)**: May clock in up to three (3) minutes prior to the start of their scheduled shift

Examples of work activities that must not take place before the start of an employee's scheduled shift, or after they have clocked out at the end of their scheduled shift include, but are not limited to:

- Engaging in the activities which the employee is employed to perform
- Donning and doffing personal protective equipment (e.g., goggles)
- Attending shift briefings, business meetings or Company training programs
- Picking up keys or other equipment to be used by the employee in the performance of his or her work activities
- Exchanging or returning equipment
- Picking up or delivering mail
- Providing or receiving instruction or briefing about matters that are relevant to the performance of the employee's work activities
- Completing incident reports or other job-related paperwork
- Turning on/off or booting up/down computer

For purposes of this policy, the following are not considered work activities, to the extent they are performed before the start of an employee's scheduled shift:

- Walking to the time clock
- Waiting to clock in at the time clock
- Walking from the time clock to the place where the employee will first perform any of the above work activities
- Waiting to perform the first work activity of the work day

After clocking in according to the guidelines listed above prior to the start of their scheduled shift, employees are expected to be at their designated work location at the beginning of their scheduled shift. Employees should not perform any work activity until the actual start of their scheduled shift.

At the end of their scheduled shift, employees must clock out using the timekeeping system as soon as practicable following the conclusion of their scheduled shift work activities. Employees must not perform any work activities after they have clocked out at the end of their scheduled shift.

If an employee performs any work activities before or after a scheduled shift, he/she must promptly report the work time to his/her manager and/or Human Resources to ensure he/she is compensated for this work time.

OVERTIME WORK

When operating requirements or other business needs cannot be met during regular working hours, overtime work by hourly employees may be needed. Employees performing overtime work will be subject to applicable attendance policies and may be subject to unexcused absences and/or occurrences for failing to fulfill their scheduled overtime work obligations.

To ensure that all employees with the required skill sets have an opportunity to volunteer for such overtime, supervisors/managers will communicate the available hours and required skill sets through sign-up sheets or in department meetings.

The Company's policies, procedures, and requirements concerning overtime and hours worked comply with national, state and local laws.

The Company reserves the right to deny any overtime that does not meet business needs.

LEAVING ESSILORLUXOTTICA OPERATIONS PREMISES DURING WORK TIMES

Each employee is assigned a work schedule, which outlines his/her working hours. If an employee has an appropriate reason for leaving the workplace during work hours, other than during an unpaid meal break, he/she must notify and receive approval from his/her manager. At the time of leaving, the employee must clock out and leave through designated doors. Violations of this policy may subject an employee to Corrective Action.

REPORTING PAY

For the California Reporting Pay policy, please see the California Addendum found in this Guide.

Employees, who report for a scheduled shift, or at EssilorLuxottica Operations' request, will be provided a minimum of four hours of work.
If four hours of work in the employee's regular position is not available, EssilorLuxottica Operations may provide alternative work to meet the four hour minimum. If the employee chooses to decline this alternative work, he/she will be ineligible for reporting pay.

Management may also choose to pay up to four hours, at the employee's straight time hourly rate, if four hours of regular or alternative work is not offered or available, unless otherwise required by law.

ATTENDANCE AND PAY DURING EMERGENCY CLOSINGS AND INCLEMENT WEATHER

Inclement weather refers to hazardous natural conditions such as excessive snow and/or ice, tornado warnings, and severe thunderstorms which may cause travel to and from work and business operations to be less safe. Where operating schedules are impacted by employee absences or EssilorLuxottica Operations closings during inclement weather or other emergencies, EssilorLuxottica Operations reserves the right to schedule additional hours or days of work to make up for lost production time. If an employee misses scheduled make-up time, normal PTO and attendance rules apply.

Requests to Leave Early, Arrive Late, or Cancel Scheduled Shifts Due to Inclement Weather

EssilorLuxottica Operations understands that during inclement weather employees may feel unsafe traveling to and from work. If an employee reasonably feels that travel during inclement weather would threaten his/her safety, the employee must notify his/her supervisor of his/her intention to leave early, arrive late, or not work a scheduled work shift. Subject to facility discretion and/or local attendance policy, the employee may or may not receive an attendance occurrence, and the following guidelines will apply to the missed work time:

- Employee may (but is not required) to take PTO if PTO is available.
- If employee does not have PTO or chooses not to take available PTO, any work time missed will be unpaid.

Changes in Operating Schedules Due to Inclement Weather

EssilorLuxottica Operations may, on rare occasions, decide to close or delay operations due to inclement weather or other emergency situations. Changes to operating schedules will be announced on the facility inclement weather hotline. It is the employee's responsibility to call the facility inclement weather hotline. EssilorLuxottica Operations will comply with applicable state and local laws pertaining to emergency closings and, to the extent this policy conflicts with any state or local law, such law will supersede this policy.

If an employee's facility cannot open for business and/or is unable to provide work for the employee because of an emergency that causes a temporary facility closing, employees will receive four hours of pay at the employee's regular hourly rate, if the employee reported to work at the start of his/her scheduled shift, unless local policy provides otherwise.

With the exception of California and/or local Essilor attendance policies, this policy will not apply if the Company provides the employee with at least 2 hours

advance notice prior to the start of his/her shift of the facility closing. In such cases, the notice of 2 hours or more classifies the situation as a "schedule change" and no pay is due.

Abuse of the Emergency Closings and Inclement Weather Policy may subject an employee to an occurrence and/or Corrective Action.

MEAL PERIODS AND REST BREAKS

For the California Meal Periods and Rest Breaks policy, please see the California Addendum found in this Guide.

Meal Periods

For the Canadian Meal Periods policy, please see the Canada Addendum found in this Guide.

For the Puerto Rico Meal Periods policy, please see the Puerto Rico Addendum found in this Guide.

Employees who work six or more hours will receive one 30-minute, unpaid meal period (unless state law mandates a more generous meal period or a meal waiver is permissible). Meal periods cannot be combined with other paid breaks. Depending on the employee's shift and facility location, the meal period may be paid or unpaid. Where the meal period is unpaid, employees must clock out at the beginning of the meal period and clock in when they return. Once the employee has clocked out, he/she is permitted to leave the facility premises for the duration of the meal period. If the employee remains on the premises, meal periods must be taken away from the work floor within designated areas.

Rest Breaks

Unless state law mandates more generous rest breaks, the following rest break guidelines apply:

- Employees who work less than four hours are not entitled to a rest break.
- Employees who work four or more hours are entitled to rest breaks in accordance with the facility's rest break policy.

TRANSFERS

To be eligible for a promotion or voluntary transfer (i.e., employee initiates transfer request) between Luxottica Operations facilities, or within a Luxottica Operations facility, employees must, subject to the Company's discretion, meet all of the following criteria:

- Have been in his/her position for a minimum of 6 months.
- Have met the minimum requirements of the position as indicated on the job description.
- Have no Corrective Action on file for the preceding 12 months of employment.
- In positions where applicable, received a "Meets Expectations" or higher rating on the most recent performance review.
- Business needs allow for transfer.

Exceptions may be made on a case-by-case basis based on operational needs. The Company reserves the right to involuntarily transfer employees based on operational needs.

SAFETY, HEALTH AND ENVIRONMENTAL

All employees share the responsibility of maintaining a safe and compliant workplace, and must adhere to all applicable laws, policies, procedures, and guidelines for behavior as part of an overall Environmental, Health and Safety program.

The following safety rules are the minimum standards for all EssilorLuxottica Operations facilities. Please check with your local Environmental, Health & Safety department (EH&S) for any site-specific safety rules. Failure to follow these rules may result in Corrective Action.

- All injuries to yourself or others must be reported as soon as possible but no later than the end of your shift to your supervisor, another member of EssilorLuxottica Operations management or the EH&S Department. Complete an incident report with your supervisor regarding each such incident or injury and participate in the required investigation.
- Report all conditions and practices that you believe to be unsafe to any supervisor, the EH&S Department or Human Resources.
- Wear all personal protective equipment (PPE) as required and directed.
- No employee shall be allowed to consume or store food or beverages in a toilet room nor in any area where toxic or hazardous materials are used or stored.
- Throwing of objects for any reason, horseplay, scuffling, and any other acts which tend to endanger the safety or well-being of employees are prohibited.
- Employees may only operate machines and equipment for which they have received training and are qualified and authorized to operate.
- Equipment and tools must be used only for their designated and intended purposes.
- Do not wear loose or frayed clothing, dangling items, long hair, etc. around conveyors, moving machinery or other sources of entanglement. Shoulder length or longer hair must be tied back or otherwise contained, loose clothing must be tucked in, and dangling jewelry removed to prevent being trapped by machinery.
- Never lean on or reach into moving conveyors, equipment or parts.
- Do not walk on, crawl under, or climb over or into conveyors, shelving, machinery, or equipment.

- Use and maintain safety devices, guards and protective equipment made available for the performance of the job. Return all devices and guards to their original condition if removed for maintenance activities. Report all deficiencies and missing guards promptly to your supervisor.
- Never operate defective tools or equipment. Report all tool and equipment defects to your supervisor immediately.
- Review and be familiar with the facility's emergency action plan and know the location of emergency exits. Report fires and spills or other emergencies immediately to your supervisor.
- All aisles and stairways must be kept clear and open for traffic. All employees are responsible for general housekeeping at the facility.
- Keep your work area clean at all times.
- Access to all fire extinguishers, fire hoses, sprinkler valves, electrical panel box boxes, exit routes, and exits must be kept clear at all times. Do not use these areas for storage. Report any blockage to your supervisor.
- Report defective, damaged or missing fire protection equipment to your supervisor.
- Keep hazardous liquids only in properly labeled containers and in designated storage areas.
- All spills of any type of liquid are to be cleaned up and/or reported immediately to your supervisor. Do not touch a liquid if you do not know what it is; seek instruction from your supervisor.
- Do not dispose of any hazardous material down the drain or in the regular trash. If you are uncertain of proper disposal procedures, contact the EH&S Department.
- Use proper signage and warning of wet floor danger whenever such hazard is present.
- All employees shall follow the Company's policies and procedures regarding the "Locking Out" and "Tagging Out" of equipment. In general, machines and powered equipment must be de-energized and "Locked Out" and/or "Tagged Out" while being serviced, repaired, or adjusted as appropriate. Only authorized employees are to perform this work.
- Do not use equipment that has been locked and/or tagged out until repairs, service, or adjustments have been completed, the equipment cleared of lock out/tag out devices, and permission to use the equipment has been given by authorized personnel.
- Only authorized and qualified employees may service electrical equipment and its employees components including changing fuses, opening electrical boxes, voltage testing and electrical component repair. All electrical cabinets and electrical control panels are closed and latched at all times, unless required to be open during authorized service and repair.
- Open-toe and open-heel footwear is prohibited in manufacturing/lab and distribution areas. High heels, platforms, wedges, slip-ons, and open toe footwear of any kind are prohibited in these areas.
- Compressed air shall not be directed at one's person or used to clean off clothes.
- Read and follow all emergency, safety and warning signs and bulletins.
- Speeding or driving recklessly in the parking lot is prohibited. Employees are to use care and be aware of their surroundings whenever traveling through parking lots and common areas.
- Employees should park only in designated areas.
- Follow all Company policies and procedures regarding safe work practices, techniques and procedures. All work activities (lifting, cutting, etc.) must be performed in accordance with training and instructions and in a safe manner.
- When transporting carts or carrying stacks of trays, never transport a stack higher than allows you to have clear view over the stack.
- Only authorized and licensed employees may operate a powered industrial vehicle (forklifts, high-riser, Waves, pallet jacks, etc.) An operator's license will be issued to all Luxottica Operations employees who operate a powered industrial vehicle.
- Empty pallets may be accumulated and stacked in designated areas only, in heights not to exceed six (6) feet, and not to be left standing in an upright position. Broken pallets should be disposed of. Do not walk on pallets.
- Employees should travel through the facility using designated aisles and passageways only. Employees should remain alert to industrial vehicle traffic and designated industrial vehicle travel in aisles and passageways.
- Smoking is only allowed in designated areas.
- In addition to the rules listed above, employees are expected to be aware of and comply with all facility-specific and departmental safety rules and procedures.

Personal Items on the Work Floor

The following personal items are not permitted on the work floor:

- Sunglasses
- Jackets/Coats
- Bags (including handbags, purses, backpacks, and other types of carrying bags)

Use of Designated Entrance/Exit

Employees must use designated entry ways when entering and exiting a Luxottica Operations facility. This includes reporting to work, breaks, leaving the facility and walking to the parking lot. In cases of emergency, however, the nearest emergency exit door may be used by all employees.

CALIFORNIA ADDENDUM

This Addendum applies to all EssilorLuxottica employees in California. This Addendum supplements and should be read in conjunction with the main content found in the Employee Guide. To the extent a policy in the Employee Guide conflicts with a policy in this Addendum, California employees should follow the policy in this Addendum.

EQUAL EMPLOYMENT OPPORTUNITY

EssilorLuxottica is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, citizenship status, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at *www.eeoc.gov* or *www.dfeh.ca.gov*.

CALIFORNIA MEAL PERIODS AND REST BREAKS

California law provides for employee meal periods and rest breaks. EssilorLuxottica complies with these laws and expects its California managers to manage and enforce compliance.

Employees must be completely relieved of all work and allowed to leave their work location during meal periods and rest breaks. Employees may voluntarily choose to stay in the location for their meal or rest break, but managers cannot require or encourage them to do so. Should they choose to leave the location, retail employees must remember to notify their manager and/or another authorized employee before leaving the workplace for meal periods and rest breaks.

Meal Periods

While working for EssilorLuxottica, employees may not work a period of more than five hours per day without being provided with the opportunity to take an uninterrupted, duty-free meal period of not less than 30-minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both EssilorLuxottica and the employee through signing a voluntary waiver or attestation form designated by EssilorLuxottica. Employees shall be provided with the opportunity to take this first meal period so that the meal period begins before the end of the fifth hour worked (for example, an employee who begins work at 9am shall be provided with the opportunity to take his/her meal period by no later than 1:59pm).

Further, employees may not work a period of more than 10 hours per day without being provided with the opportunity to take a second uninterrupted, duty-free meal period of not less than 30-minutes, except if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of EssilorLuxottica and the employee only if the first meal period was not waived, and through signing of a voluntary waiver form designated by EssilorLuxottica. Employees shall be provided with the opportunity to take this second meal period so that the meal period begins before the end of the tenth hour worked.

Rest Breaks

Hourly employees are authorized and permitted to take one paid rest break of 10 minutes (or 15-minutes in accordance with Company policy) for every four hours worked, or major fraction thereof. If an employee's total daily work time is less than three and one half hours, however, no rest break is required. Rest breaks should occur as close to the middle of each work period as practical. Rest breaks may not be combined with or added to meal periods to create one longer break time, even at the employee's request. Hourly employees do not clock out/in for rest breaks or otherwise record their rest breaks in the Company's timekeeping system.

Rest breaks are authorized and permitted as follows:

Hours Worked	Rest Break(s)
0 to 3.5	0
3.5 to 5	1
More than 6 and up to and including 10	2
More than 10 but up to and including 14	3

Consequences of Non-Compliance

Non-exempt/Hourly employees are entitled to be paid for all hours worked, to be provided with the opportunity to take all required meal periods and authorized and permitted to take all required rest breaks. Therefore, it is critical that all hourly employees (including managers) strictly comply with this policy. Employees who are not provided with the opportunity to take meal periods in accordance with this policy and/or who are not authorized and permitted to take rest breaks in accordance with this policy should notify management and/or Human Resources so that the matter can be remedied. If an employee fails to comply with the meal period and rest break policy, he/she may be subject to Corrective Action.

Questions and Complaints

Employees may bring any questions regarding their meal or rest period rights to the attention of their manager or, if they prefer, Human Resources. Store Managers, Regional Managers, and Regional Vice Presidents DO NOT have the authority to alter this policy. If an employee is told that he/she is not entitled to meal periods or rest breaks as set forth under this policy, the employee should contact Human Resources.

REPORTING TIME PAY

For all hourly employees in California, EssilorLuxottica pays reporting time pay in compliance with California law, Industrial Welfare Commission Orders and local ordinances. Employees should contact their manager or Human Resources with questions regarding eligibility for reporting time pay.

CALIFORNIA FAMILY AND MEDICAL LEAVE

This policy supplements, and should be read in conjunction with, the Company Family Medical Leave Act (FMLA) policy found in the Employee Guide. To the extent the FMLA policy in the Employee Guide conflicts with a policy in this Addendum, California employees should follow the policy in the Addendum.

In addition to the requirements and benefits set forth in the Company FMLA policy, California employees are entitled to certain additional leave benefits under the California Family Rights Act (CFRA). This Addendum highlights these additional benefits. Any leave taken under the CFRA will run concurrently with leave taken under the federal FMLA, except where not permitted by law (e.g., during pregnancy disability leave).

Reasons for Leave

In California, FMLA/CFRA leave may be used for one of the following reasons:

1. The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child;
2. An employee's own serious health condition;
3. To care for an employee's immediate family member (spouse, registered domestic partner, child or parent) with a serious health condition;
4. A "qualifying exigency," * as defined under the FMLA, for military operations arising out of a spouse's, child's, or parent's active duty or call to active duty as a member of the military reserves or National Guard in support of a "contingency operation" declared by the U.S. Secretary of Defense, President or Congress, as required by law ("Military Emergency Leave"); or
5. To care for a spouse, child, parent or next of kin (nearest blood relative-who is an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list-with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties ("Military Caregiver Leave") **.

* **(Footnote)** Leave for a "qualifying exigency" in California will only count as leave under the FMLA and will not count as leave time under the CFRA.

** **(Footnote)** Military caregiver leave in California generally will only count as leave under the FMLA and will not count as leave time under the CFRA, unless the leave independently meets the requirements of leave to care for an ill family member under the CFRA.

Length of Leave

The maximum amount of FMLA/CFRA leave will be 12 work weeks in any 12-month period when the leave is taken for paragraphs one – four above. However, if both parents work for the Company and are eligible for leave under this policy, the parents will be limited to a total of 12 work weeks off between the two of them when the leave is for birth, adoption or foster care.

The maximum amount of FMLA leave for an employee wishing to take Military Caregiver Leave, paragraph five above, will be a combined leave total of 26 work weeks in a single 12-month period. However, only 12 out of the

26 weeks will count as leave under CFRA assuming the military caregiver leave also qualifies as CFRA.

The Company designates the 12-month period during which the employee may take FMLA/CFRA leave for any qualifying reason by measuring a "rolling" 12-month period backwards from the date the employee takes any FMLA/CFRA leave.

Under some circumstances, you may take FMLA/ CFRA leave intermittently-which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of one hour, unless it is for Bonding Leave, paragraph one above, which must be taken in a minimum increment of two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12-week period. Bonding Leave must be concluded within one year of the birth or placement of the child.

CFRA and FMLA leaves will run concurrently to the extent allowed by law. In addition, should you exhaust CFRA and/ or FMLA and require additional time off, the company will consider requests for additional discretionary leave on a case-by-case basis.

CALIFORNIA PREGNANCY DISABILITY LEAVE

Leave Entitlement

Any employee who is "actually disabled" by pregnancy, childbirth, or a related medical condition is eligible for a pregnancy disability leave of absence. There is no length of service requirement.

For purposes of this policy, you are "actually disabled" when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a health care provider.

This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Duration of the Leave of Absence

A pregnancy disability leave of absence will last for the duration of your pregnancy-related disability as certified by your health care provider for up to four months. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. Leave is available for all disabilities related to each pregnancy and does not need to be taken in one continuous period of time. The maximum leave entitlement for part- time or alternative scheduled employees will be prorated in accordance with applicable law in the event the employee takes intermittent leave.

Leave taken under the pregnancy disability leave policy runs concurrently with Family and Medical Leave under federal law (FMLA), but not with Family and Medical Leave under California Law (CFRA).

Transfer to Less Strenuous Position

The Company will transfer an employee "affected by pregnancy" to a less strenuous or hazardous position or duties if:

- She requests a transfer;
- The request is based upon the certification of her health care provider as "medically advisable;" and
- The transfer can be reasonably accommodated.

You are "affected by pregnancy" if you are pregnant or have a related medical condition, and because of pregnancy, your health care provider has certified that it is medically advisable for you to transfer. No additional position will be created and the Company will not discharge another employee, transfer another employee with more seniority or promote or transfer any employee who is not qualified to perform the new job.

Advance Notice and Medical Certification

As a condition of a pregnancy disability leave of absence or a transfer, the employee must:

- Provide 30 days advance notice before the leave of absence or transfer is to begin, if the need for the leave of absence or transfer is foreseeable, or when 30 days' notice is not foreseeable, as soon as practicable; and
- Provide a signed medical certification from your health care provider, that states that you are disabled due to pregnancy or that it is medically advisable for you to be transferred to a less strenuous or hazardous position or to less strenuous or hazardous duties.

The Company shall respond to requests for leave or transfer within 10 days after receipt of such request. The Company may require you to provide a new certification if you request an extension of your leave of absence.

Return to Work

If you and the Company have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date if you notify the Company that you are able to return on that date.

If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, you will be returned to work within two business days, where feasible, after you notify the Company of your readiness to return.

Before you will be allowed to return to work following a leave of absence or transfer, you must provide your supervisor with a certification from your health care provider that you can perform safely all of the essential duties of your position, with or without reasonable

accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home until a release is provided. This time before the release is provided will be unpaid.

Upon submitting an acceptable health care provider release to return to work, you will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return date, the Company will provide you a comparable position on your scheduled return date or within 60 calendar days of that return date. However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. For example, if you would have been laid off regardless of the leave, or you would not have been offered a comparable position, you will not be entitled to reinstatement.

Failure to return to work at the conclusion of the leave of absence may result in termination of employment.

Integration with Other Benefits

Pregnancy disability leaves of absence are unpaid. You may elect to use accrued Paid Time Off (PTO) benefits during the unpaid leave of absence. PTO will not accrue for hourly employees during any unpaid portion of the leave of absence, and you will not receive pay for official holidays that are observed during your leave of absence except during those periods when you are substituting PTO for unpaid leave.

Employees should apply for California State Disability Insurance (SDI) benefits. SDI forms are available from the Company or your health care provider. Any SDI for which you are eligible may be integrated with accrued PTO or other paid time off benefits so that you do not receive more than 100% of your regular pay.

The Company will maintain an employee's health insurance benefits during the employee's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. The employee will be required to continue to pay all required premiums and must make these payments in compliance with Company policy on a monthly basis during leave time (except during any periods of time when the employee is taking PTO). In some instances, the Company may recover premiums it paid to maintain health insurance benefits if you fail to return to work following a pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond your control.

PUERTO RICO ADDENDUM

This Addendum applies to all EssilorLuxottica employees in Puerto Rico. This Addendum supplements and should be read in conjunction with the main content found in the Employee Guide. To the extent a policy in the Employee Guide conflicts with a policy in this Addendum, Puerto Rico employees should follow the policy in this Addendum.

PROBATIONARY EMPLOYMENT PERIOD

All new Puerto Rico employees are subject to a probationary period as established by local law. This period may be extended for an additional 90 days. During this period, the employee will be evaluated on job performance of assigned areas and compliance with Company policies and procedures for the Company to determine if the employee meets the Company's expectations and continue their employment.

If an employee takes a leave of absence during the probationary period, the probationary period will be tolled and will resume once the employee returns to work. Probationary periods shorter than those provided by law or in this policy must be in writing. After satisfactorily completing the probationary period, the employee will acquire the status of regular employee.

OVERTIME

Non-exempt employees are entitled to be paid overtime pay at one and a half times their regular rate of pay for all time worked in excess of eight hours in a calendar day, and for all hours worked in excess of 40 hours per each work week.

Managers must approve all overtime hours before an Employee performs the job. While employees will be paid for all overtime hours worked, regardless of whether it was previously approved, working overtime hours without prior management approval will be considered a performance issue and may result in Corrective Action.

MEAL PERIODS

Non-exempt employees may not work a period of more than five consecutive hours without taking a one hour, uninterrupted, duty-free meal period, Management must schedule meal periods so that they begin after the completion of the employee's third, but before the start of the sixth, consecutive hour of work (for example, an employee who begins work at 9:00 a.m. must begin his or her meal period between the hours of 12:00 a.m. and 1:59 p.m.).

The meal break consists of one hour, unless the employee signs an agreement to reduce his or her first and second meal period, in which case such meal break cannot be less than 30 minutes. Non-exempt/hourly employees who work over ten consecutive hours in a day may also be entitled to a second meal period if they work more than five consecutive hours after returning from their first meal period, unless the total work period per day for the employee is no more than twelve hours, and as long as the employee took their first meal period.

Employees must clock out at the beginning of their meal period, and clock in when they return. Meal periods should be taken away from customer service areas (i.e., in a store break room or off premises), although exceptions may apply for single coverage locations. If an employee is required or permitted to work during break meal period, the employee will be entitled to a premium payment for that time worked. This penalty is independent of overtime requirements.

NON OCCUPATIONAL DISABILITY INSURANCE (SINOT)

Eligible employees will be provided with a short-term disability benefit plan, commonly known as SINOT, in cases where employees are unable to work because of a qualifying disability due to a non-work (or non-car accident) related injury or illness.

SINOT provides up to a year-long job protected leave, with reinstatement rights, and certain insurance benefits to eligible Employees.

Full-time salaried employees may be eligible for additional benefits through the Company Disability Carrier.

JURY DUTY LEAVE

Full-time and part-time employees may be eligible for paid jury duty leave to serve in Puerto Rico Courts. When an employee receives a court-ordered summons, he/she must notify his/her manager immediately (at least five days prior to the date scheduled for commencement of his/her service as juror; a shorter notice will only be acceptable upon showing of good cause on behalf of the employee to justify the short notice) and give him/her a copy of the jury duty summons. This will help the manager make the proper work and pay arrangements for an affected employee.

Employees who are required to serve jury duty in Puerto Rico courts will be paid their full base salary for a maximum of 15 days. Employees may also have a right to additional daily compensation for jury service paid by the local government.

If the employee is required to serve as a juror for a period of time longer than 15 days, then the person will have the option to take vacation leave or receive from the local government the daily compensation established by the Puerto Rico Bureau.

TIME OFF TO TESTIFY AS A WITNESS

Employees who are summoned to serve as witnesses in criminal proceedings or who are summoned by subpoena by the Department of Justice of Puerto Rico in regards to any case or investigation are entitled to a paid leave for those purposes. The summoned employee must notify his/her supervisor with reasonable anticipation and at least two business days prior to the appearance when possible and, upon completion of the service, furnish a certificate from the District Attorney of the Clerk's Office which specifies the time spent on the appearance.

MILITARY LEAVE

Employees who are called to active duty in the U.S. Armed Forces, with the U.S. Corps of Engineers and the National Medical System for Disasters, will be eligible for payment of the difference in net salary between the income they receive while on active duty and the income received as an EssilorLuxottica employee. The "U.S. Armed Forces" include the Army, the Navy, the Air Force, the Marine Corps, The Coast Guard, the Corps of the National Oceanic and Atmospheric Administration (NOAA Corps), and the United States Public Health Service (PHS) Corps. Employees who are in their probationary period and employees working under a temporary employment contract are not eligible for this pay supplement.

In order to receive payment for the difference in net salary between the income received while on active duty and the income received as an employee of the Company, employees must present a certification to Human Resources, indicating their net income while on active duty, as well as the time period during which they will be on active duty. During this time period, the employee will be receiving payments at the same intervals as if he/she were working for the Company.

Employees must notify the Company as soon as possible after receiving orders so arrangements can be made to cover their job responsibilities in their absence. Employees must also provide the Company a copy of their military orders. Employees on military leave are responsible for keeping the Company advised of the need for continuing the leave of absence.

MATERNITY AND ADOPTION LEAVE

The Company will provide paid leave for expectant mothers four weeks before the expected date of childbirth and four weeks afterward. Employees are entitled to receive full pay during this leave based on their average rate of pay during the preceding six (6) months. The payment will be made at the beginning of the leave.

Maternity leave may begin as late as one week before the child is to be born, if a certificate from a physician is presented authorizing work up to that time. A total leave of eight weeks may be taken at the employee's option, or she may return to work before taking the full eight weeks, if her doctor so authorizes by means of a medical certificate. However, after birth, two weeks of leave must be taken. A medical certificate must be presented to return to work two weeks after the childbirth. In this case, the employee is considered to have waived the remaining leave to which she otherwise would have been entitled. When birth occurs before the end of the four weeks of prenatal leave, the postpartum leave of four weeks shall be extended by the number of weeks of prenatal leave not enjoyed. If birth is delayed beyond the original expected delivery date, and the delay causes the employee prenatal leave to extend beyond four weeks, the prenatal leave and pay must be extended until birth occurs. With respect to therapeutic or spontaneous abortions, the employee may receive up to the maximum eight weeks of paid maternity leave, provided that the abortion produced the same physiological effects that regularly occur as a consequence of childbirth and that the employee furnishes a medical certificate issued by the doctor that treated her during the abortion stating the same and the amount of recommended leave.

If the employee suffers any postnatal complication that prevents her from working after the four-week rest period from the date of childbirth, she may extend her rest period for a term which shall not exceed 12 additional weeks without pay, provided the employee furnishes a medical certificate before the expiration of the rest period.

The Company also provides maternity leave to adopting mothers of pre-school minors or minors having five years of age or less who are not enrolled in school, as well as mothers who adopt children six years of age or older. Under such circumstances, an adopting mother is entitled to the same maternity leave benefits as a mother who gives birth.

To enjoy this leave, the adopting mother must give the Company a 30 day prior notice of her intention to adopt a child, apply for the leave, and inform her plans for returning to work. She must also submit evidence of the adoption process.

The adoption leave starts the date the minor joins the family nucleus. The adopting mother may choose to return to work at any time, waiving her right for the unused part of the leave.

BREASTFEEDING

A woman who returns from her maternity leave has the right to breast feed her baby for one hour of each full working day. This hour with pay may be divided into two 30- minute breaks, or three 20-minute break. The Company will provide a safe, private and clean/hygienic space with an electric outlet and ventilation to breastfeed or extract breastmilk.

For purposes of this breastfeeding break, a full working day is defined as one in which the employee works four hours or more. The breast feeding entitlement is for a maximum period of one year as of the date on which the employee has returned to work from her maternity leave. The employee must furnish a medical certification during the infant's fourth and eight month of age certifying that the employee has been breastfeeding the infant in order to get approval to the breastfeeding leave.

SPECIAL LEAVE FOR EMPLOYEES WITH A SERIOUS CATASTROPHIC ILLNESS

Employees who suffer from a "catastrophic illness", as defined by the Health Insurance Administration of Puerto Rico Special Coverage (see *https://www.ssspsg.com/PSGPortal/beneficios/cubierta-especial/* for covered illnesses), may be eligible to receive six additional paid days off per year. To qualify for this leave, employees must have worked for the Company more than twelve months and an average of at least 130 hours per month during this period. This leave is to be used after an employee exhaust all accrued sick leave. This additional paid time cannot be transferred or rolled over to the following year and will not be paid out upon termination of employment. The Company reserves the right to require the employee to obtain a medical certificate from a health professional offering medical treatment for the catastrophic illness in order to certify that he/she is diagnosed with a catastrophic illness and continues to receive medical treatment for the same.

VACATION TIME

With the exclusion of salaried employees covered by the Company's Flexible PTO policy, employees in Puerto Rico will accrue vacation time as follows:

- 1.25 days (10 hours) of vacation time for each month in which the employee works a minimum of 115 hours, for a total of 15 days (120 hours) per year, unless otherwise provided by local policy.
- 0.5 days (4 hours) of vacation time for each month in which the employee works between 80 and 114 hours.

Vacation begins accruing immediately upon hire; however, employees are not entitled to use vacation time until they have been employed for one year. The accrued vacation time may be used in a consecutive or intermittent manner, provided the employee is given the option to use at least five (5) consecutive vacation days during the year. At the employees' request, vacation may include non- working days with pay.

- Hourly employees should use vacation time in the year earned. If their vacation balance approaches 240 hours, they will be required to use some vacation time to reduce their balance. Managers will be notified when hourly employees' vacation balance reaches 220 hours so they can schedule vacation time for the employee.
- Accrued vacation time that is not used in one year may be carried over into the following year.
- If an employee has more than 80 hours of vacation time accrued, he/she may sell back up to ten accrued and unused vacation days, provided the employee retains at least 80 hours of vacation time.

SICK TIME

With the exclusion of salaried employees covered by the Company's Flexible PTO policy, employees in Puerto Rico will accrue sick time according to the guidelines below:

- **Retail Employees:**
  - 1 day (8 hours) of sick time for each month in which the employee works a minimum of 115 hours, for a total of 12 days (96 hours) per year.
  - 0.5 days (4 hours) of sick time for each month in which the employee works between 80 and 114 hours.
  - Sick time not used in one year will be carried over into following years, up to a maximum balance of 15 days (120 hours).
- **Operations Employees:**
  - Approximately three-quarters of a day (6.6 hours) of sick time for each month in which the employee works a minimum of 120 hours.
  - If an employee has more than 10 days (80 hours) of sick time accrued as of November 30 of each year, the employee may be eligible for a payout for all hours in excess of 10 days (80 hours), at the employee's current pay rate.

The accrued sick leave allows the employee to receive pay for absences due to his or her own illness (see exceptions for caregiver leave listed below). Except in cases of acts of force majeure, the employee must notify his/her manager about his/her illness as soon as possible and not later than the same day of his/her absence to work. Absences due to illness for more than two days require a medical certification. The use of the leave will be concurrent with the use of the Family Medical Leave.

CAREGIVER LEAVE

A non-exempt employee may take up to a maximum of five days of his or her accrued sick leave to care for certain relatives or dependents of the employee who are ill, provided, the employee will have a balance of at least five days of accrued sick leave after taking such leave (hereinafter referred to as "caregiver leave").

A relative or dependent is defined as:

- A child, spouse, mother or father of the employee; or
- A person under the custody or legal guardianship of the employee that is a minor (aged under 21), of advanced age (aged 60 or above), or disabled.

If the caregiver's leave exceeds two working days, the employee will need to provide a medical certificate and to provide periodic reports on the length of the illness of the relative or dependent.

Caregiver's leave is in addition to, and runs concurrently with, the provisions of the federal Family and Medical Leave Act.

CANADA ADDENDUM

Unless otherwise directed to a local policy, this Addendum applies to all EssilorLuxottica employees employed in Canada. This Addendum supplements and should be read in conjunction with the main content found in the Employee Guide. To the extent a policy in the Employee Guide conflicts with a policy in this Addendum, Canada employees should follow the policy in this Addendum.

90 DAY PROBATIONARY PERIOD

Every employee's employment begins with a 90 day probationary period. The first 90 days of employment enables the manager to determine how well the employee is learning and progressing; how the employee fits in with the Company's core values; and whether or not the employee has the ability to do the job. It also allows an employee to decide if they will be satisfied with their job, and if Luxottica is the type of Company they want to work for.

During the 90-day probationary period, an employee's employment may be terminated immediately upon notice to the employee, subject to applicable legislation.

In Manitoba only, the probationary period will be limited to the first 30 days of employment.

IMMIGRATION LAW COMPLIANCE

The Company is committed to full compliance with applicable federal and provincial immigration laws. All employees must therefore be lawfully permitted to work in Canada and should be prepared to furnish verification thereof if/when asked to do so. Continued employment with the Company is conditional upon each employee maintaining his or her legal status to work in Canada. If an employee's immigration status changes during the course of employment, the employee must notify his/her manager immediately.

PRIMARY LANGUAGES

It is the Company's policy for all employees to communicate verbally with each other in English or French during business hours (excluding meals periods), as these are our two official languages. The Company believes that this requirement promotes team spirit and good work relations for our employees. Other languages may be used to serve our customers more effectively. The ability to communicate with customers in a foreign language is truly one of the positive aspects of our diversity.

PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (PIPEDA)

EssilorLuxottica is committed to ensuring the privacy and security of personal information. Generally, under applicable privacy laws (including but not limited to PIPEDA), covered organizations must obtain the individual's consent when using or disclosing personal information. Otherwise, a separate written authorization is required for disclosure. Below is a summary of certain key provisions of the Company's PIPEDA Policies and Procedures. The complete PIPEDA Policies and Procedures can be found on the Company Intranet.

EssilorLuxottica will advise individuals about EssilorLuxottica privacy practices relating to use and disclosure of their personal information by making our Notice of Privacy Practices available and seek consent for such use and disclosure. For any other use or disclosure, the Company will seek and obtain a written authorization from the individual.

To support our commitment to customer confidentiality, EssilorLuxottica will ensure that any personal information used or disclosed for marketing purposes will comply fully with PIPEDA and other applicable federal, provincial, and/or local laws and regulations.

EssilorLuxottica may use or disclose personal information:

- For EssilorLuxottica's own service, treatment, payment, or business operations
- For the service, treatment, payment or business operations activities of another health care provider in a related transaction.

Personal information will not be used for any purpose other than customer service, treatment, payment, or business related operations without the written authorization of the individual, except as otherwise permitted by law.

EssilorLuxottica will apply appropriate sanctions pursuant to its regular counseling and Corrective Action process to employees who fail to comply with Company policies and procedures relating to the confidentiality of personal information.

EssilorLuxottica maintains an open-door policy at all levels of management to encourage employees to report problems and concerns. Consistent with its standard non-retaliation policy, the Company will not retaliate against any employee for reporting concerns related to the privacy of personal information.

The Company generally collects personal information about our employees in order to hire, manage, and terminate the employment relationship. The Company will collect, use and disclose employee personal information in accordance with the applicable provincial and federal privacy legislation. Employees can direct any complaints or concerns and obtain additional information about the Company's privacy policies and procedures including PIPEDA by contacting the Company's Privacy Officer at:

Privacy Officer
Luxottica Retail
4000 Luxottica Place
Mason, Ohio 45040
Or via email: *privacyoffice@luxotticaretail.com*.

Legal Department
Re: Privacy Policy
EssilorLuxottica Canada Inc.
371, Deslauriers
St-Laurent, QC H4N 1W2
Or via email: *infolegal@essilor.ca*.

EMPLOYMENT STATUS

The following Luxottica employment status categories are used in Canada to determine an employee's eligibility for certain benefits, among other things:

- **Full-Time:** Regularly scheduled to work 35 or more hours per week.
- **Regular Part-Time:** Regularly scheduled to work a minimum of 25 to a maximum of 34 hours per week.
- **Casual Part-Time:** Regularly scheduled to work 24 hours or less each week.
- **Temporary/Seasonal:** Hired for a short and defined period of time (usually not to exceed 90 days in length), regardless of the number of hours scheduled or worked.

For Essilor Canada employees, please refer to the Essilor Canada employment status definitions for more information.

OVERTIME

Hourly Luxottica employees receive overtime pay at time and a half for all hours worked in excess of 40 hours in a week, and for all hours worked over 8 in a day. A regular workweek consists of working a maximum of five days in a week. Any hours worked in a statutory holiday are paid at the rate of time and one half. If overtime hours occur on a statutory holiday, overtime rates do not apply since the hours are already paid at the time and one half rate. All hours worked on a statutory holiday count as regular time toward the total hours for weekly overtime.

Managers must approve all overtime hours before an Employee begins working them. While employees will be paid for all overtime hours worked, regardless of whether it was previously approved, working overtime hours without prior management approval will be considered a performance issue and may result in Corrective Action.

For hourly Essilor Canada employees, please refer to the Essilor Canada Overtime Policy for more information.

MEAL PERIODS

Employees who work more than five hours will receive one 30-minute, unpaid meal period and employees who work more than 10 hours will receive a second 30 minute unpaid meal period (unless provincial law or Company policy provides for a more generous meal period). Employees must log out at the beginning of his/her meal period and log in when he/she returns. Meals must be eaten away from the customer service or work areas in areas designated for breaks or off premises.

ELIGIBILITY FOR REHIRE

Employees who terminate employment voluntarily or involuntarily may be ineligible for rehire based on the reason(s) for termination. At the Company's discretion, an employee may not be eligible for re-hire until at least 91 days have elapsed since the last date the employee was employed by the Company. Questions about rehire eligibility may be directed to Human Resources.

RETURN OF PROPERTY, FINAL PAY, AND POST-EMPLOYMENT BENEFITS

On or before the associate's last day of work, all Company owned or leased property in the employee's possession must be returned to the Company. This includes, but is not limited to: employee ID cards, keys, laptop computers and accompanying equipment (i.e., power cords, mice, and docking stations), mobile devices, and any other Company property.

Employees should consult their manager and/or HR Business Partner regarding final pay arrangement and the termination of the employee's benefits. All final pay will be deposited to the Employee's account unless the Employee is advised otherwise. Employee's record of employment (R.O.E.) will be sent electronically through Service Canada. Any accrued but unused vacation pay will be included in the Employee's final pay. Where applicable, deductions from the final payment of wages will include statutory government and employee authorized deductions, any third-party garnishee demands on file, and the employee's portion of Company benefit plans.

Essilor employees will receive a letter which confirms final pay, benefits, return of equipment, and other information.

EMPLOYMENT VERIFICATION AND REFERENCES

The Company utilizes internal resources to provide current and former Canadian employees with the ability to provide proof of their employment (position held and dates of employment) or income. Luxottica employees should submit an HDA ticket via the HR Service Portal on mypersonaldeskna.luxottica.com to obtain proof of employment or income. Current and former Essilor employees should contact rhessilor@essilor.ca.

Any manager who receives a request for a reference, including online requests via LinkedIn or any other social or professional networking website, or any other request for employment or income verification should direct the individual to Human Resources. Under no circumstances should managers provide positive or negative comments about an employee's past performance or reason for leaving.

LEAVES OF ABSENCE

The below Leaves of Absence policies apply to Luxottica Canada employees only. Essilor employees should follow Essilor Canada leave policies.

A leave of absence is defined as an unpaid approved absence from work for the reasons specified in the policies below or for other reasons provided for under applicable provincial law. See each of the policies below for a more complete definition of each type of leave of absence and the eligibility for each leave.

Employees who, without reasonable explanation, do not return to work upon their scheduled date of return, or who have not received an approved extension of leave, will be considered to have voluntarily resigned from their employment.

In certain limited circumstances specified below, an employee may be entitled to paid leave. Employment Standards legislation may provide for additional types of leave not included in the policies below or with leaves more generous than the leaves described in the policies below. The Company complies with all applicable leave laws and nothing in this section interferes with an employee's right to leaves of absence provided for by applicable provincial law.

The Company has the right to require the employee to provide documentation in support of a request for leave of absence, to the extent allowed by provincial law.

Employees may be entitled to leaves of absences that are not listed in this addendum. Luxottica employees with questions about the leaves in their specific province, should contact The Luxottica Leave and Disability Service Center at 1-866-431-8484. Essilor employees should contact their HR Business Partner or *rhessilor@essilor.ca*.

Reservist Leave

The Company recognizes that some of our employees may choose, or be asked, to serve their country by joining the Canadian Reserve Force. Luxottica is prepared to grant reservist leave to our Reservists to participate with the Canadian Forces for the purpose of attending courses or training, participating in reservist exercises or deploying in a domestic or overseas operation.

Employees who are absent from work due to service in the uniformed services will be granted reservist leaves of absence to the extent required by law.

Sick Leave

Sick leave provides unscheduled time off for ordinary short-term illnesses so employees will not have to use vacation time or forfeit pay for this purpose. Sick leave can be taken in full or half day increments.

All full-time and regular part-time employees may be eligible for paid sick leave after completion of the first 90 days of employment. Before the completion of the first 90 days, all time taken for sick leave will be unpaid, unless otherwise required by provincial law.

- Full-time employees may be eligible to receive a maximum of 40 hours of paid sick leave each calendar year (January 1st - December 31st).
- Regular part-time employees may be eligible for a maximum of three days not to exceed 24 hours of paid sick leave each calendar year. (January 1st -December 31st).
- Casual part-time and Seasonal/Temporary employees do not receive paid sick leave, except where provided for by provincial law.
- All sick leave hours are paid at the employee's straight time rate.
- Sick leave may not be carried over from one calendar year to the next.

The Company reserves the right to request medical certification when sick leave is taken.

Medical Leave of Absence

Employees may have a need for a leave of absence that is related to their own medical condition. For any absence due to medical reasons that will last for more than five consecutive work days, employees must request a medical leave of absence unless otherwise specified by applicable provincial law. This request must be made in writing and given to the employee's immediate supervisor. This request must be accompanied by a medical doctor's statement that includes the following information:

- Explanation of the employee's medical restrictions, if any;
- Anticipated date of the employee's return to work; and
- Date of a scheduled medical follow-up appointment, if any.

The Company reserves the right to request additional medical information where necessary to accommodate the employee or where such information is necessary for the Company to determine whether to grant the medical leave requested.

The decision regarding whether or not an employee qualifies for medical leave is at the discretion of the Company but will be based on the medical information provided by the requesting employee.

Employees may be eligible for province-sponsored or Company-sponsored wage-replacement benefit programs. Employees must use available sick time and may choose to use accrued vacation time to cover absences due to medical leave. Employees with questions about use of sick or vacation time while on medical leave should contact Leave Administration at 1-866-431-8484.

Employees who have medical conditions that render them temporarily unable to work their full job duties may be eligible for temporary modified work. All requests for temporary modified work should be made to the employee's manager and must be supported by proper documentation from the employee's health care provider. Employees have an obligation to participate in their own accommodation and accept modified work offered by the Company that is within the employee's medical capabilities as outlined by the employee's health care provider.

Personal Emergency Leave

Where required by law, employees may be eligible to receive up to two days (16 hours) of paid leave in each calendar year because of personal illness, injury or medical emergency or because of the death, illness, injury, medical emergency or other urgent matter related to a Family Member. Additional days of unpaid leave may be available in your province.

When taking Personal Emergency Leave, an employee taking time off for reason of illness or injury may be asked, but not required, to provide a medical certificate from a physician confirming the employee was required to be off of work due to illness or injury. Where Paid Emergency Leave is taken for another reason, an employee may be required to provide evidence reasonable in the circumstances to verify the need for the Paid Emergency Leave.

For the purposes of Personal Emergency Leave, "Family Member" means:

- The employee's spouse (including a domestic partner or same-sex spouse).
- Parent, step-parent or foster parent of the employee or the employee's spouse.
- Child, step-child or foster child of the employee or the employee's spouse.
- Grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse.
- Son-in-law or daughter-in-law of the employee.
- Brother or sister of the employee.
- A relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take Personal Emergency Leave must notify his or her manager of his or her intention to do so prior to commencing the leave or, where not practicable to do so, as soon as possible after the commencement of the leave.

Personal Leave

The Company may, at its sole discretion, grant an unpaid personal leave to an employee who has completed 90 days of consecutive service in the following circumstances:

- The Employee has a personal emergency or extreme personal hardship; or
- The Employee is preparing to relocate to another store with the Company.

Personal leave of absence requests may be made by contacting the Luxottica Leave and Disability Service at 1-866-431-8484. Personal leaves of absence will not be granted until the requesting employee has used all available vacation time. Furthermore, a personal leave of absence will not be granted to attend school or to extend another type of leave of absence. All requests are examined on a case-by-case basis.

Generally, an unpaid personal leave of absence may be granted for a period of up to 30 days. Extensions will be approved only in exceptional circumstances in increments of 30 days, up to a maximum of 90 days.

If an employee fails to obtain an approved extension of the personal leave of absence before the approved leave period has lapsed, the Company will assume that the employee has voluntarily terminated his/her employment if the employee does not return to work within two days following the end of an approved leave, without reasonable explanation.

Bereavement Leave

Full-time and part-time employees who have completed 90 days of service qualify for time off with pay, in the event of the death of a relative. Eligible employees are entitled to be paid for missed scheduled days of work as the result of a death of a relative. Full-time employees receive eight hours of pay for each day off. Part-time employees receive four hours of pay for each day off. The Company reserves the right to require documentation of the need for bereavement leave.

Employees may receive bereavement leave as follows:

- For the death of an immediate family member, including spouse, children, parents, grandparents, grandchildren, and siblings, you may receive up to three consecutive days of time off with pay.

- For the death of a non-immediate family member (e.g., aunt, uncle, cousin, niece, nephew), you may receive up to 1 day off with pay.

Relationships may be established through marriage or common law (e.g., in-laws, step relationships). Bereavement hours are paid at straight time at either 1/2 days of four hours or full days at eight hours unless otherwise required by local policy.

Jury Duty Leave

Full-time and regular part-time employees may be eligible for a leave of absence with pay to serve on a jury.

For each day absent from regularly scheduled working hours, full-time and regular part-time employees will receive the difference between regular pay lost and the amount of jury fee received. Regular pay is based on the employee's average straight time earnings in the three months preceding the commencement of the jury duty leave. All jury duty hours are paid at straight time.

To qualify for this leave of absence the employee must provide the Company with a certificate of service signed by the Clerk of the Court showing the amount of any fee received.

Employees must work regularly scheduled hours that remain practical where jury duty is cancelled or where, on a given day, jury duty commences after the employee's regularly scheduled start time or concludes prior to the end of the employee's regularly scheduled shift. The failure to report to work in these circumstances may result in the employee forfeiting the right to paid jury duty leave.

Casual part-time and Seasonal/Temporary employees are not eligible for jury duty leave with pay. However, will be provided with an unpaid leave of absence from work in order to serve on a jury where required by applicable employment standards legislation.

Time Off To Testify as a Witness

Full-time and part-time employees may be granted unpaid time off as needed to testify as a witness in proceedings related to crimes committed against the employee. Employees must notify their manager as soon as possible of the need for time off to attend a court proceeding. If an employee needs additional time off as a result of a crime committed against him/her the employee should contact his/her Manager.

Time Off to Vote

Employees must make best efforts to vote in municipal, provincial and federal elections (collectively "political elections") at times that do not interfere with their attendance at regularly scheduled hours of work. If despite reasonable efforts to do so, an employee is unable to vote in a political election during his/ her non-working hours due to scheduling by the Company, the Company will allow time off work and pay the employee in compliance with all applicable provincial and local laws pertaining to elections.

Employees must request time off to vote from their manager at least two working days prior to the day of the election. Employees must demonstrate why they cannot vote during non-working hours. If time off is granted, the Company shall determine in its sole discretion the hour(s) designated as time off to vote.

EMPLOYEE BENEFITS

This section provides an overview of the Company's comprehensive and competitive benefit offerings. For details on benefit options and eligibility requirements, refer to specific benefit materials and the current Benefit Booklet. If there is any conflict between the statements in this Employee Guide and the Benefit Booklet, the Benefit Booklet shall govern in all cases.

The Company reserves the right to modify or terminate any benefit plan or policy at any time in its sole discretion.

Vacation Leave and Pay

For Essilor Canada employees, please refer to the Essilor Canada Vacation Policy for more information.

The following Luxottica vacation leave policy will apply unless it conflicts with applicable provincial employment standards legislation in which case the provincial employment standards legislation will apply.

All employees are eligible to use vacation leave upon the completion of one year of service, using the first day of employment as the anniversary date.

Employees must request approval to use vacation as far in advance as possible. Vacation will be approved in consideration of business operations. Failure to notify management when missing work without reasonable cause constitutes an unexcused absence and may result in Corrective Action even if an employee has vacation available and whether or not the vacation is used to cover the absence.

Employees must take their vacation within the number of months of it being earned specified by provincial law. This is required for each year thereafter. As such, managers in these provinces are required to ensure employees are scheduled for vacation in this manner. These time periods are as follows:

Time within which vacation entitlement must be used from time earned

Province	Months
Alberta, British Columbia, Quebec, Saskatchewan	12 months
Manitoba, Newfoundland/Labrador, Nova Scotia, Ontario	10 months
New Brunswick, Prince Edward Island	10 months

Full-Time and Regular Part-Time Employees

- No vacation may be taken until the first anniversary of completed service has occurred.
- An employee is entitled to vacation leave after one year of completed service, using the first day of employment (or rehire date) as the anniversary date. (For example, if an employee's first day of employment is April 1, 2014, the employee will be entitled to vacation one year later, April 1, 2015, and each year thereafter).
- Calculation of vacation pay is based on previous year's earnings. (Refer to the following sections for specifics)
- Employees are entitled to:
  - A percentage of the previous year's earnings as vacation pay.
  - A specified length of time away as vacation leave.

The following chart outlines the provisions:

Completed Years of Service	Vacation Time Allowed in Current year	Vacation Pay as a percentage of the previous year's earnings
First year	0 weeks	Accruing only
1 – 2	2 Weeks/80 Hours	4%
3 – 9	3 Weeks/120 Hours	6%
10 – 14	4 Weeks/160 Hours	8%
15+	5 Weeks/200 Hours	10%

PLEASE NOTE: Saskatchewan employees accrue vacation @ 6% during the first two years of employment and three weeks of vacation leave after the first and second years of completed service. After the second year, Saskatchewan employees accrue vacation in accordance with the above chart.

Vacation Pay Calculations

Vacation pay accrues as a percentage of earnings during an employee's previous year of employment. Each paycheck, an employee earns a percentage of his/her wages as vacation pay. (For example, an employee might earn $1,000 in wages for a bi-weekly pay period. If he/she has worked for the Company less than two years, he/she will earn 4% of the wages as vacation pay to be used for the following years' time off. In this example, $40 is added to his/her accumulated vacation pay).

Each paycheck, vacation pay is calculated as a percentage of the sum total of the following earnings:

- Wages
- Bonuses
- Incentives
- Commissions
- Statutory Holiday Pay
- Overtime pay
- Vacation pay
  (Alberta, British Columbia, Newfoundland/Labrador, Quebec & Saskatchewan only)

Vacation pay is not calculated on the following earnings:

- Vacation pay (except as noted above)
- Disability benefits
- Sick Pay

Payment of Vacation Pay

At the end of each anniversary year, full-time and regular part-time employees earn a vacation pay amount that is the sum of all accumulated accrued vacation pay from the last anniversary year. The vacation pay per day an employee will receive is determined by dividing the total vacation pay amount by the number of hours that the employee is entitled to in the current year. Vacation pay is paid in minimum increments of one day (eight hours).

Example:
An employee who accumulates $1,200 of vacation pay and is entitled to two weeks (80 hours) vacation leave will receive $15/ hour or $120 for each 8-hour day of vacation he/she takes ($1,200 / 80 hours = $15/hour x 8 hours = $120/ day).

Casual Part Time Employees

Casual part-time and seasonal employees will not accrue vacation pay; however, they will receive their applicable percent of vacation pay based on tenure, which will be paid out each pay period.

Unless otherwise required by applicable legislation, an employee does not earn vacation pay during an unpaid leave of absence from work.

An employee's entitlement to vacation time is unaffected by an unpaid leave of absence. However, since no vacation pay is earned during an unpaid leave of absence, an employee will either not receive vacation pay for vacation time taken in the anniversary year following the anniversary year in which the unpaid leave was taken (i.e., if the employee had no earnings in the previous anniversary year) or their vacation pay will be reduced in accordance with their reduced earnings the previous anniversary year.

Carry Over

Employees are required to use all vacation leave time in the entitled anniversary year. Except for the minimum vacation time entitlement provided by applicable employment standards legislation, all vacation time that is not used in the entitled anniversary year will be forfeited. However, employees who forfeit their vacation time will receive any accrued unused vacation pay.

Vacation Rules Applied at Anniversary Date of Employment

- On employee's anniversary, his/her status as a fulltime or regular part-time will determine whether the employee receives paid vacation time or a pay out of all accrued vacation pay.
- If employee transfers from full-time or regular part-time to casual part-time or seasonal, employee will receive a pay out of unused vacation pay on their next paycheck. Any future time off will be unpaid, although accrued vacation pay will be paid each pay period as it is earned.
- If employee transfers from casual part-time to full-time or regular part-time, employee will not receive paid time off until the next anniversary since employee would have received a pay each pay period as it is earned.

Vacation Pay upon Termination

All accrued vacation pay for the current year plus the value of any unused vacation time (paid at the daily vacation rate of pay) is paid out upon termination. This also applies to employees who leave the Company during the first year of employment.

HOLIDAYS

All eligible employees will be entitled to the paid statutory/ public holidays recognized by the province in which they are employed. A schedule of dates outlining the statutory/ public holidays in any given year will be posted at the store and is available on the Company Intranet.

HEALTH & WELFARE BENEFITS

This section provides an overview of the Company's comprehensive and competitive benefit offerings. For details on benefit options and eligibility requirements, refer to specific benefit materials and the current Benefit Booklet. If there is any conflict between the statements in this Employee Guide and the Benefit Booklet, the Benefit Booklet shall govern in all cases.

Moreover, eligibility to participate and entitlement under any benefit plans or any issue concerning benefits is subject to the specific provisions of the insurance plans, policies or contracts. Any dispute over eligibility or payment of benefits under any such plans, policies or contracts must be adjusted between the employee and the insurer concerned. The Company reserves the right to modify or terminate any benefit plan or policy at any time in its sole discretion.

Medical, Dental and Disability Insurance Benefits

For Essilor Canada employees, please refer to your benefit guide, or HR Business Partner for Essilor Canada benefits information.

Full-time and regular part-time Luxottica employees may be eligible to participate in medical, dental and disability insurance group benefit plans offered by the Company after completing 90 days of employment.

Casual part-time and temporary employees are not eligible to participate in these group benefits.

Medical and Dental

Medical and dental coverage is mandatory. If Full-Time and regular Part-Time employees are single and do not have coverage with a parent or common-law spouse, they may NOT opt out of coverage if they are eligible. Married or common-law employees may opt out of the medical and dental coverage if they have coverage under their spouse's carrier. The employee would need to provide a letter from their spouse's insurer confirming coverage.

NOTE: Any employee who does not sign up for dependent coverage immediately upon hire and wishes to add coverage for a spouse at a later date may apply to do so, however, a six month waiting period from the date the Company is notified of the spousal relationship will apply.

A detailed Benefits Booklet that discusses the various plans is available for review by employees.

Provincial Health Insurance

Where applicable, after you have completed 90 days of service Luxottica will pay 75% of the cost of your provincial health insurance premiums if you are regular part-time or full-time. Prior to 90 days of employment, employees will need to cover 100% of the cost of their provincial health insurance, including any arrears for the period prior to employment by Luxottica.

Short-Term Disability

Salaried employees are eligible to participate in the Company's Short-Term Disability (STD) benefits program.

Employees not eligible to participate in the Company's Short-Term Disability ("STD") benefits program should apply for benefits through Employment Insurance.

Employees are eligible to apply for STD benefits after being absent from work for eight days due to illness or on the first day an employee is absent from work due to accident or hospitalization. The disability or illness must not be work-related. Income replacement for work-related injuries or illnesses must be sought through the applicable provincial workers compensation regime.

Coverage begins on the eighth day of consecutive medical disability (first day of disability for accident/hospitalization). The first seven days (40 hours) of illness must be covered using available sick days or can be unpaid if the employee has no available sick days. The employee's manager needs to be aware of any sick time or vacation time used.

Short term disability paperwork will be sent from the Company to the employee.

Employee is required to pay for the portion of group benefit premiums and provincial medical premiums (where applicable) by monthly cheque while on a medical/sick leave of absence.

Long-Term Disability

Should an illness or disability continue past 17 weeks, the employee may qualify for long term disability if:

- Appropriate medical documentation is provided to the Company.
- Employee is a qualified member of the benefit plan.
- The benefit carrier approves the claim.

Employee Assistance Program (EAP)

The Company offers access to an Employee Assistance Program (EAP) as part of our commitment to provide comprehensive, quality benefits. This benefit is available to all employees, regardless of status, at no cost. Immediate family members including an employee's spouse and eligible dependents also have access to these services.

EAP is a confidential support and referral service with resources to help employees maximize productivity while balancing life's realities and challenges, such as childcare and parenting, aging parents, financial and legal concerns, work, career, emotional well-being, addiction and recovery and more.

Use of the EAP is voluntary and completely confidential. You can access this service by calling our EAP provider – Anthem EAP at 1-877-847-4525 or by using their website at *www.anthem.com/eap/global*.

Retirement Program

Luxottica has a retirement program to help provide employees with income during their retirement years. Employees are eligible to make contributions at any time and may be eligible for company contributions after completion of one (1) year of service for full-time employees and two (2) years of service for part-time employees. Retirement program details will be mailed to the employee from the plan administrator.

Should there be a question of interpretation about the material in the package, the language of the official plan document will prevail. For additional information regarding the retirement program please refer to the benefits summary.

Registered Retirement Savings Plan (R.R.S.P.)

The R.R.S.P. is available to all employees upon hire. To learn about the plan, go to *www.manulife.ca/luxottica*. You also call Penmore Benefits at 1-866-229-2212 ext. 236, or email *retirement@penmore.com*. You may also contact Manulife at 1-844-285-0898.

ESSILORLUXOTTICA EMPLOYEE AGREEMENTS

IMPORTANT NOTE TO EMPLOYEES:

This section contains the following agreements:

- Confidential Information and Non- Solicitation Agreement
- Inventions Agreement
- Release for Use of Likeness, Voice and Name Agreement
- Dispute Resolution Agreement (United States Only- Does not apply to Puerto Rico and Canada)
- Electronic Protected Health Information (ePHI) Agreement (United States and Puerto Rico Only - Does not apply to Canada)

These agreements (each of which is referred to herein as an "Agreement"), unless otherwise specified, apply to all employees of integrated EssilorLuxottica companies and affiliates in the United States, the Commonwealth of Puerto Rico, the Caribbean and Canada, as well as any other employer that becomes a part of the integrated EssilorLuxottica group of companies (collectively, "the Company," "we," "our" or "us"). An Employee Acknowledgment and Agreement form is provided at the end of this section. You should read these agreements carefully before signing the Acknowledgment and Agreement. Your employment with the Company, whether new or continuing, is in consideration of and is conditioned upon your acceptance of the terms of these agreements. Your refusal to sign the Acknowledgment and Agreement will result in the withdrawal of our offer of employment to you if you are an applicant and the termination of your employment if you are a current employee. Nothing in these agreements changes the at-will nature of employment for United States employees. Violation of any portion of the Agreements will subject the employee to corrective action, up to and including termination of employment (collectively referred to as "Corrective Action" for remainder of these Agreements).

SEVERABILITY

If any provision (or any portion of any provision) of the Employee Agreements is held by a court to be illegal, invalid, or unenforceable in any respect, the Company and the employee agree that such provision (or portion of such provision) shall be deemed to be modified only as necessary to permit its enforcement to the maximum extent permitted by applicable law (except that the Company does not agree under any circumstances to a modification of the Employee Agreements to permit a class action, representative action, or collective action to be adjudicated in an arbitration forum, where applicable). In this event, the remainder of this Agreement shall not be affected thereby.

GOVERNING LAW

These Employee Agreements are made and entered into under the laws of the state, territory or province as outlined below:

- Employees in the United States: These Employee Agreements are made and entered into under the laws of the State of Ohio.
- Employees in Puerto Rico: These Employee Agreements are made and entered into under the laws of Puerto Rico.
- Employees in Canada: These Employee Agreements are made and entered into under the laws of the Canadian province in which the employee works.

These Agreements shall, in all respects, be interpreted, enforced and governed under the laws of the state, territory or province as defined above, without giving effect to conflicts of laws principles.

ESSILORLUXOTTICA EMPLOYEE GUIDE ACKNOWLEDGEMENT AND AGREEMENT

After reading the following agreements, all employees are required to complete a "EssilorLuxottica Employee Guide Acknowledgment and Agreement" that is applicable to their geographic location within three days of their hire date, as a condition of employment. The Company's preferred method of completion is electronically; however, a paper completion option is available upon request by contacting your manager or Human Resources. For purposes of these Agreements, Human Resources includes your local Human Resources Representative, Human Resources Business Partner and Employee Relations. For any questions regarding these Agreements, please contact Employee Relations by selecting the HR Solutions icon on mypersonaldeskna.luxottica.com. All other questions can be directed to the Luxottica Human Resources Service Center at 1-866- 431-8484.

The applicable "EssilorLuxottica Employee Guide Acknowledgment and Agreement" is located on the last few pages of this Guide. Employees who complete a paper version of this page, rather than electronic, should return the completed applicable Acknowledgment page to their manager or Human Resources for further processing.

CONFIDENTIAL INFORMATION AND NON-SOLICITATION AGREEMENT

In consideration of and as a condition of your new and continuing employment, you agree as follows:

1. CONFIDENTIAL INFORMATION

a) You understand that, during your employment with the Company, you will acquire and be exposed to Confidential Information of the Company. "Confidential Information" includes all ideas, information and materials, tangible or intangible, not generally known to the public, relating in any manner to the business of the Company, its products and services (including all trade secrets), its officers, directors, and contractors, its clients, vendors and suppliers, and all others with whom it does business, its trade secrets, its pricing, margins, and other financial information, that you learn or acquire during your employment with the Company. Confidential Information includes, but is not limited to, manuals, documents, computer programs and software used by the Company, all formulas or processes, users manuals, compilations of technical, financial, legal or other data, customer and client or prospective customer and client lists, names of suppliers or vendors, client, supplier or vendor contact information, customer and client contact information, customer health information, business referral sources, specifications, designs, devices, inventions, processes, business or marketing plans or strategies, pricing information, information regarding the identity of the Company's designs, mock-ups, prototypes, source code, passwords, and works in progress, all other research and development information, forecasts, financial information, and all other technical or business information including all trade secrets. Confidential Information does not include publicly available information or information that is generally known and used within the industry or industries in which the Company engages in business. This provision does not prohibit disclosing or discussing information about the Company's wages, hours or other working conditions that is generally known within the Company, but employees who have access to the Company's confidential records are prohibited from disclosing information contained in those records. You are expected to contact your supervisor if a question arises as to what is included.

b) You agree to hold in trust and confidence all Confidential Information during and after the period of your employment with the Company. You shall not disclose any Confidential Information to anyone outside the Company without the written approval of an authorized representative of the Company or use any Confidential Information for any purpose other than for the benefit of the Company as required by your authorized duties for the Company. At all times during your employment with the Company, you shall comply with all of the Company's policies, procedures, regulations or directives relating to the protection and confidentiality of Confidential Information. Upon termination of your employment with the Company,

a. you shall not use Confidential Information, or disclose Confidential Information to anyone, for any purpose, unless expressly requested and authorized to do so in writing by an authorized representative of the Company

b. you shall not retain or take with you any Confidential Information in a Tangible Form (defined below) (nor shall you retain any copies of Confidential Information), and

c. you shall immediately deliver to the Company all Confidential Information in a Tangible Form (or otherwise) that you may then or thereafter hold or control, as well as all other property, equipment, documents or things that you were issued or otherwise received or obtained during your employment with the Company. Without limiting the foregoing, to the extent you included Confidential Information in your cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts (such as investor, customer or vendor names and contact information), immediately upon termination of your employment, you shall delete and shall not retain the Company's Confidential Information in any or all of your cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts. "Tangible Form" includes ideas, information or materials in written or graphic form, on a computer disc or other medium, or otherwise stored in or available through electronic, magnetic, videotape or other form.

2. NON-SOLICITATION OF CUSTOMERS/CLIENTS

Following the termination of your employment with the Company for any reason, you shall not, directly or indirectly, use or disclose any Confidential Information, including any trade secrets, in order to solicit, induce, or attempt to solicit or induce, any person or entity then known to be a customer or client of the Company (a "Restricted Customer/ Client"), to terminate his, her or its relationship with the Company or otherwise divert their business for any purpose or no purpose. This Section 2 seeks to protect the Company's trade secrets and/or to prohibit you from disclosing or using Confidential Information; accordingly, if, during your employment, you never learned nor were exposed to Confidential Information regarding the identification

of such customers/ clients or customer/client contact information, pricing information, business development information, trade secrets, sales and marketing plan information, financial information or other Confidential Information, you shall not be restrained from such solicitation or attempted solicitation but you shall not use Confidential Information during or in connection with any such solicitation, nor shall you interfere with the Company's contractual or prospective economic relationships with any customer or client through unlawful means.

3. NON-SOLICITATION OF PERSONNEL

During your employment with the Company and for one year thereafter, you shall not, directly or indirectly, solicit, induce, recruit or attempt to solicit, induce or recruit, any person known to you to be an employee of the Company or any of its affiliates or who left the employ of the Company and/or any of its affiliates less than six months prior (each such person, a "Company Person"), to terminate his or her employment or other relationship with the Company, for any reason and/ or to perform work for a competitor. Nor shall you during the same period disclose any Confidential Information about other employees to any other person, for purposes of solicitation or otherwise. The foregoing shall not be violated by general advertising not targeted at Company employees.

4. RETURN OF DOCUMENTS AND MATERIALS

Immediately upon the termination of your employment or at any time prior thereto if requested by the Company, you shall repay all cash advances and return all keys, tools, security and credit cards, cell phones, laptops, records, documents, equipment, proposals, notes, lists, files, and any and all other materials, including but not limited to Confidential Information, that refers, relates or otherwise pertains to the Company and its business, including its products and services, personnel, customers or clients (actual or potential), investors (actual or potential), and/or vendors and suppliers (actual or potential), or any of them, and any and all business dealings with said persons and entities (the "Returned Property and Equipment") to the Company at its offices in Mason, Ohio or such other location as approved in writing by your manager or supervisor. You are not authorized to retain any copies or duplicates of the Returned Property and Equipment or any Confidential Information that you obtained or received as a result of your employment or other relationships with the Company.

5. CONFIDENTIAL INFORMATION OF OTHERS/ COMPLIANCE WITH LAWS

You shall not breach any lawful, enforceable agreement to keep in confidence, or to refrain from using, the nonpublic ideas, information or materials of a third party, including, but not limited to, a former employer or present or former customer or client. You shall not bring or disclose any such ideas, information or materials to the Company, use any such ideas, information or materials in connection with your employment, or induce the Company to use such ideas, information or materials of others. You shall comply with all national, state, federal, provincial, local and other laws, regulations and ordinances.

Nothing in this agreement prohibits you from reporting an event that you reasonably and in good faith believe is a violation of law to the relevant law-enforcement agency, or from cooperating in an investigation conducted by such a government agency. For employees in the United States, this may include disclosure of trade secret or confidential information within the limitations permitted by the Defend Trade Secrets Act (DTSA). You are notified that under the DTSA, no individual will be held criminally or civilly liable under Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (i) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or, (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public. And, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

6. PROVISIONAL JUDICIAL RELIEF

You acknowledge, agree and understand that, without prejudice to any and all remedies available to EssilorLuxottica, an injunction is an effective remedy for any breach of your covenants under these provisions and that EssilorLuxottica would suffer irreparable harm and injury in the event of any such breach. Accordingly, you hereby agree that EssilorLuxottica may apply for and be granted injunctive relief, including a preliminary injunction or temporary restraining order, or an interim or interlocutory injunction, in any court of competent jurisdiction, to enforce any of the provisions upon the breach or threatened breach thereof. In the United States, this would include a preliminary injunction or a temporary restraining order, in aid of, or to preserve, an arbitrator's jurisdiction to address the parties' dispute under the Dispute Resolution Agreement. You further agree that EssilorLuxottica may apply for and is entitled to said injunctive relief without having to prove damages, and is entitled to recover from you all costs and expenses, including legal costs, unless otherwise prohibited by applicable law.

7. SEVERABILITY/BLUE-PENCIL

For employees in the United States, you acknowledge and agree that:

(a) the covenants and agreements contained herein are reasonable and valid in geographic, temporal and subject matter scope and in all other respects, and do not impose limitations greater than are necessary to protect the goodwill, Confidential Information, and other business interests of the Company;

(b) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) subsequently determines that any of such covenants or agreements, or any part thereof, is invalid or unenforceable, the remainder of such covenants and agreements shall not thereby be affected and shall be given full effect without regard to the invalid portions;

(c) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) determines that any of the covenants and agreements, or any part thereof, is invalid or unenforceable because of the duration or scope of such provision, such arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) shall have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable to the maximum extent permitted by applicable law;

(d) you must honor this Agreement even if you have a claim against the Company; and

(e) keeping these promises will not cause you undue hardship.

For employees in Canada, In the event that any provision or part of a provision of this agreement shall be deemed void, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions or parts of the provisions shall remain valid and enforceable.

8. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed in accordance with either

(a) the laws of the State, territory or the province where you are employed, or

(b) in the event of a breach of any of the covenants contained in Sections one through five, the law of the state, territory or province where such breach actually occurs, depending on whichever choice of law shall ensure to the maximum extent that the covenants shall be enforced in accordance with the intent of the Parties as reflected in this Agreement.

9. NOTIFICATION TO NEW EMPLOYER

You understand that the various terms and conditions of this Agreement shall survive and continue after your employment with the Company terminates. Accordingly, you hereby expressly agree that the Company may inform your new employer regarding your duties and obligations under this Agreement.

INVENTIONS AGREEMENT

You acknowledge and agree that all ideas, methods, inventions, discoveries, improvements, work products, developments, statements, opinions, photographs, video, film footage, data, documentation, processes or works of authorship ("Inventions") that result from, relate to or are suggested by your work with the Company, made or conceived by you, solely or jointly with others, during your employment, whether or not on Company property or utilizing Company equipment shall belong exclusively to the Company.

All Inventions constitutes trade secrets of the Company and shall be the sole property of the Company or any other entity designated by the Company. You hereby irrevocably convey, transfer and assign to the Company all your right, title and interest in and to, and all claims for past and future infringement of, the Inventions as of their creation, throughout the universe and all patents, copyrights, trademarks, trade secrets, mask works, and any and all other proprietary rights therein, that may issue thereon in any and all countries, whether during or subsequent to your employment, together with the right to file, in your name or in the name of the Company (or its designee), applications for patents and equivalent rights, the right to modify and create derivative works, the right to invoke the benefit of any priority under any international convention, and all rights to register and renew same. You will, at any time during and subsequent to your employment, make such applications, sign such papers, take all rightful oaths, and perform all acts as may be requested from time to time by the Company with respect to the Inventions.

All copyrightable aspects of the Inventions are to be considered "works made for hire" within the meaning of any applicable copyright laws, and the Company is to be the "author" within the meaning of such law for all purposes. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, including those now known or hereinafter devised, shall be owned exclusively by the Company as of its creation throughout the universe and in perpetuity, and you disclaim any and all interest in any of such copyrightable works and waive any right of droit morale or similar rights.

RELEASE FOR USE OF LIKENESS, VOICE AND NAME AGREEMENT

I hereby grant and give to the Company, its parents, subsidiaries, affiliates, agents, and assigns the absolute and irrevocable right, license and privilege to, and to permit others to, use, publish, display, transmit, exhibit and reproduce, my name, statements, photograph, video, voice or other likeness, in whole or in part, on film, videotape or any media now or hereafter known or devised, with or without my name, both singly and in conjunction with other persons, for any and all purposes, including but not limited to, private or public presentations for advertising, publicity, promotional and charitable purposes, throughout the world without restriction as to manner or frequency, both during my employment and thereafter. I acknowledge and agree that the Company shall have the entire, exclusive right, title, and interest in and to any materials produced with my name, statements, photograph, video, voice or other likeness and other reproductions thereof and all copyright therein, and that I will not receive any kind of payment, remuneration, compensation or consideration of any kind.

DISPUTE RESOLUTION AGREEMENT

The Dispute Resolution Agreement (sometimes referred to as "Agreement") provided to you by the Company is applicable to all employees in the United States and is intended to provide a timely and fair procedure for employees to resolve certain legal disputes. The Dispute Resolution Agreement is a contract and covers important issues relating to your rights. As stated in the Agreement, a copy of which is below, it is your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice outside the Company or to refrain from doing so if that is your choice.

The Company's Dispute Resolution Process has two steps:

1. Open door Policy
2. Arbitration

Both steps are described in more detail below.

DISPUTE RESOLUTION AGREEMENT STEP #1: THE OPEN DOOR POLICY

The Company encourages employees to feel comfortable expressing job-related concerns and is committed to listening and responding to such concerns. The Open Door Policy provides an Open Door Process for an employee to bring a concern to management's attention without fear of retaliation. In many cases, the employee's immediate manager is the person best qualified to address a concern or answer a question. Managers to whom a concern is reported through the Open Door Policy are expected to respond, as well as report the complaint to Human Resources.

Where an employee is not comfortable reporting a concern to his/her manager, for example because the concern involves the employee's manager, the employee may report his/her concern directly to the next higher manager or Human Resources.

Where necessary, Human Resources will work with the employee and the manager to address a concern. If the employee feels that the concern was not addressed to his/her satisfaction by his/her manager(s) and/or Human Resources, such concern may be elevated to the Employee Relations Center of Excellence to review details, conduct an investigation where appropriate, and attempt to resolve the issue.

While the Company will endeavor to maintain the confidentiality of a concern reported by an employee, it may not be possible for the Company to do so in every circumstance. For example, in order to resolve a concern, it may be necessary for the Company to conduct a workplace investigation during which the details of the particular concern may need to be disclosed to the affected/implicated workplace parties or witnesses.

In addition, employees may be requested to maintain confidentiality where critically necessary to protect a witness, avoid tampering/destruction of evidence, or to prevent a cover-up.

Employees can use the Open Door Policy without fear of retaliation. Any person who attempts to deter or deters an employee's attempt to escalate a concern, or who retaliates against an employee in any way for using the Open Door Policy, will be subject to Corrective Action.

Employees are not required to use the Open Door Policy prior to initiating arbitration, but employees are encouraged to do so.

DISPUTE RESOLUTION AGREEMENT STEP #2: ARBITRATION

If a dispute is not resolved through the Open Door Process, the next step is Arbitration depending on the type of dispute at issue. By agreeing to resolve certain disputes between you and EssilorLuxottica exclusively through binding arbitration, you and EssilorLuxottica agree through the Dispute Resolution Agreement that you and EssilorLuxottica are submitting your disputes to an arbitrator and are waiving your/its rights to a trial in court with a judge or jury. Arbitration is binding, which means the arbitrator's decision is final. To the extent permitted by law, the arbitrator's decision may be challenged in limited circumstances. Please refer to the full Dispute Resolution Agreement below for more detail.

DISPUTE RESOLUTION AGREEMENT

This Dispute Resolution Agreement is a contract and covers important issues relating to Your rights. It is Your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of Your choice outside the Company or to refrain from doing so if that is Your choice.

This Dispute Resolution Agreement ("Agreement") is between You (sometimes "You", "Your", "I", or "Employee") and EssilorLuxottica, or one of its affiliates, subsidiaries or parent companies (the "Company"). The parties agree that this Agreement is enforceable under and subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA"). The parties further understand and agree that the Company is engaged in interstate commerce and this Agreement evidences a transaction involving interstate commerce. **EXCEPT AS THIS AGREEMENT OTHERWISE PROVIDES, ALL DISPUTES COVERED BY THIS AGREEMENT WILL BE DECIDED BY A SINGLE NEUTRAL ARBITRATOR THROUGH FINAL AND BINDING ARBITRATION AND NOT BY WAY OF COURT OR JURY TRIAL.**

1. CLAIMS COVERED BY THIS AGREEMENT

This Agreement is intended to be as broad as legally permissible, and, except as it otherwise provides, applies to any and all disputes, claims or controversies between You and the Company, including without limitation, claims arising out of or related to Your application and selection for employment, employment, and/or the separation of Your employment. This Agreement applies to any covered dispute or claim that the Company may have against You or that You may have against the Company, and/or any of its: (1) parents, subsidiaries, or affiliates; (2) officers, directors, members, employees, or agents; (3) d/b/a's; (4) future affiliates; (5) benefit plans or the plans' sponsors, fiduciaries, administrators, affiliates or agents; and (6) predecessors, successors, or assigns. Each and all of the individuals and/or entities listed in (1) – (6) of the preceding sentence may enforce this Agreement as a direct or third-party beneficiary.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration, including without limitation, to disputes arising out of or relating to the application for employment, background checks, privacy, employment relationship, or the separation of that relationship, trade secrets, unfair competition, commissions, bonuses, classification, minimum wage, expense reimbursement, overtime, or other compensation or any monies claimed to be owed, breaks and rest periods, discrimination, harassment, retaliation, defamation (including post-employment defamation or retaliation), breach of a contract or covenant, fraud, negligence, breach of fiduciary duty, tort claims, common law claims, equitable claims, and claims arising under the Fair Credit Reporting Act, Defend Trade Secrets Act, Civil Rights Act of 1964, 42 U.S.C. §1981, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, Civil Rights Act of 1991, 8 U.S.C. § 1324b (unfair immigration related practices), 41 U.S.C. § 4712, Pregnancy Discrimination Act, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Occupational Safety and Health Act, Family and Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Consolidated Omnibus Budget Reconciliation Act of 1985, the False Claims Act, and state or local statutes or regulations, if any, addressing the same or similar subject matters, and all other federal or state legal claims other governmental law, statute, regulation or ordinance arising out of or relating to Your application, selection, employment, or the separation.

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the validity, scope, applicability, enforceability, or waiver of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable. However, the preceding sentence does not apply to any claims under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, to the Class Action Waiver, Collective Action Waiver, or PAGA Individual Action Requirement, and notwithstanding any contrary language in this Agreement (or JAMS Rules discussed below), any claim that all or part of the Class Action Waiver, Collective Action Waiver, or PAGA Individual Action Requirement is invalid, unenforceable, inapplicable, unconscionable, or void or voidable, will be determined only by a court of competent jurisdiction and not by an arbitrator. Under no circumstances may the Arbitrator hear or preside over any class, collective, or other claim joined by or consolidated with another person's or entity's claim, unless all parties agree in writing.

2. LIMITATIONS ON HOW THIS AGREEMENT APPLIES AND CLAIMS NOT COVERED BY THIS AGREEMENT

The Agreement does not apply to: (i) claims for workers compensation benefits, state disability insurance and unemployment insurance benefits; however, it applies to discrimination or retaliation claims based upon seeking such benefits; (ii) claims for benefits under employee benefit plans covered by the Employee Retirement Income Security Act of 1974 or funded insurance; and (iii) disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement; (iv) disputes that may not be subject to pre-dispute arbitration agreement under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (at Employee's election)If any claim(s) not covered under this Agreement above are combined with claims that are covered under this Agreement, to the maximum extent allowed under applicable law, the covered claims will be arbitrated and continue to be covered under this Agreement.

Nothing in this Agreement shall be construed to prevent or excuse You (individually or in concert with others) or the Company from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures. In addition, either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, including, without limitation, any disputes arising out of or related to any agreement concerning confidential information, non-Solicitation, or non-competition or similar agreement) ("Restrictive Covenant Agreement") between You and the Company, in accordance with applicable law, and any such application shall not be deemed incompatible with or waiver of this agreement to arbitrate. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration. Nothing in this Agreement prevents You from making a report to or filing a claim or charge with a governmental

agency, including without limitation, the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, Occupational Safety and Health Administration, or the Office of Federal Contract Compliance Programs, or law enforcement agencies, and nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. This Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Agreement. Nothing in this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. The Company will not retaliate against You for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under the National Labor Relations Act. This Agreement also does not prevent or prohibit You in any way from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse or a crime, or from making truthful statements as required by law.

This Agreement does not apply to litigation between You and the Company pending in a state or federal court or arbitration as of the date of Your receipt of this Agreement ("pending litigation"), including without limitation any class or collective action. However, if You are party to a previous arbitration agreement with the Company, that previous arbitration agreement will continue to apply to any pending claims.

3. NOTICE OF ARBITRATION DEMAND

The party who wishes to arbitrate a claim covered by this Agreement must make a written Demand for Arbitration of the claim and deliver it to the other party by hand or mail no later than the expiration of the statute of limitations (deadline for filing) that the law prescribes for the claim. A written Demand for Arbitration must be signed by the party making the demand for arbitration (by the Employee personally or authorized representative of the Company). The written Demand for Arbitration shall identify the claim(s) asserted and relief and/or remedy sought. Any Demand for Arbitration to the Company must be served on:

National Registered Agents Inc.
330 N. Brand Blvd, Suite 700
Los Angeles County
Glendale, CA 91203

Any Demand for Arbitration must also be emailed to ArbitrationDemands@luxotticaretail.com. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought in court.

4. ARBITRATION SELECTION PROCESS

Unless You and Company mutually agree otherwise, the Arbitrator shall be an attorney experienced in arbitrating employment law disputes and licensed to practice law in the state in which the arbitration is convened or a retired federal or state judicial officer from any United States jurisdiction. The location of the arbitration proceeding shall be no more than 25 miles from the place and in the same state where You last worked for the Company, unless each party to the arbitration agrees in writing otherwise.

The arbitration will be conducted before a single neutral arbitrator. The parties shall attempt to mutually choose an arbitrator, but in the event the parties do not mutually choose an arbitrator, the arbitrator will be selected as follows: The parties will exchange lists of five (5) arbitrators (who are subject to the qualifications listed above). Each party will have ten (10) calendar days to strike all names it deems unacceptable. If only one common name remains on the lists of all parties, that individual will be designated as the arbitrator. If more than one common name remains on the lists of all parties, the parties will select the arbitrator from those remaining common names. If no common name remains on the lists of all parties, the parties will exchange additional lists of five (5) arbitrators and proceed in the same fashion as they did regarding the initial exchange of lists.

The arbitrator must be neutral and comply with all disclosure requirements under applicable law. If for any reason the individual selected cannot serve or the parties cannot otherwise agree to an arbitrator, or if the method for selecting an arbitrator described above does not result in selection and appointment of an arbitrator the parties will utilize the selection procedures of the JAMS Rules, whereby JAMS shall issue a list of potential arbitrators from which the parties will strike alternately by telephone conference administered by JAMS, with the party to strike first to be determined by a coin toss conducted by JAMS, until only one name remains.

5. RULES/STANDARDS GOVERNING ARBITRATION

The Arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in their individual capacity for the claims presented to the Arbitrator, and no remedies that otherwise would be available to an individual under applicable law will be forfeited by this Agreement.
The parties agree that they are entitled to adequate civil discovery sufficient to explore the factual basis of the claims and defenses asserted. Accordingly, each party can take the deposition of two (2) individual fact witnesses and any expert witness designated by another party. Each party also has the right to make requests for production of documents to any party and written

interrogatories (not to exceed twenty (20)). And, each party will also have the right to subpoena witnesses and documents for the arbitration, including documents relevant to the case from third parties in accordance with any applicable state or federal law. The parties can jointly agree to more discovery, and either party can ask the Arbitrator to order more discovery. The Arbitrator will have exclusive authority to entertain requests for additional discovery, and to grant or deny such requests, based on the Arbitrator's determination regarding whether additional discovery is warranted by the circumstances of a particular case. At least thirty (30) days before the final hearing, the parties must exchange a list of witnesses, excerpts of depositions to be introduced, and copies of all exhibits to be used.

Unless the parties jointly agree in writing otherwise, the arbitration will take place in or near the city and in the same state in which Employee is or was last employed by the Company. The Arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted. The Federal Rules of Evidence shall apply. The Arbitrator has the authority to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in-person, as the Arbitrator deems appropriate. Either party may file dispositive motions, including, without limitation, a motion to dismiss and/or a motion for summary judgment, and the Arbitrator will apply the standards governing such motions under the Federal Rules of Civil Procedure. Upon the request of either party, the Arbitrator will set a briefing schedule for such motions. A party may make an offer of judgment in a manner consistent with, and within the time limitations, consequences, and effects provided in Rule 68 of the Federal Rules of Civil Procedure.

The Arbitrator will issue a written decision or award no later than thirty (30) days from the date the arbitration hearing concludes, or the post-hearing briefs (if requested) are received, whichever is later. The Arbitrator's opinion will be in writing and include the factual and legal basis for the award. Either party may petition a court of competent jurisdiction to confirm, enforce, correct or vacate the Arbitrator's opinion and award.

6. CLASS AND COLLECTIVE ACTION WAIVERS

This Agreement affects Your ability to bring or participate in class and collective actions. Both You and Company agree to bring any covered claim or dispute in arbitration on an individual basis only, and not as a class or collective action on behalf of others. Accordingly, there will be no right or authority for any dispute or claim to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective action proceeding and the Arbitrator will have no authority to hear or preside over any such claim ("Class Action Waiver"). In the event a final judicial determination is made that the Class Action Waiver is unenforceable and that a class or collective action may proceed notwithstanding the existence of this Agreement, the Arbitrator is nevertheless without authority to preside over a class or collective action, and, in that event, any class or collective action must be brought in a civil court of competent jurisdiction – not in arbitration – but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

7. PRIVATE ATTORNEYS GENERAL ACT ("PAGA") INDIVIDUAL ACTION REQUIREMENT

You and the Company agree to arbitrate PAGA claims on an individual basis only. Therefore, any claim by You under PAGA to recover for civil penalties or other individual relief under PAGA must be arbitrated and is covered by this Agreement. The Arbitrator is without authority to preside over any PAGA claim by You on behalf of any other person or joined by or consolidated with any other individual's PAGA claim(s). This PAGA Individual Action Requirement clause will be severable from this Agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction—not in arbitration—but the portion of the PAGA Individual Action Requirement that is enforceable will be enforced in arbitration.

8. FEES AND COSTS

You and the Company shall follow applicable law and the JAMS Rules applicable to initial filing fees should they apply, but You will not be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. The Company will pay any remaining portion of the initial fee and also will pay all costs and expenses unique to arbitration, including without limitation the Arbitrator's fees. Each party will pay for its own costs and attorneys' fees, if any. However, if any party prevails on a claim which affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law. The Arbitrator will resolve any disputes regarding costs/fees associated with arbitration.

9. CONSIDERATION

The mutual obligations by the Company and You to arbitrate provide consideration for this Agreement. Your consideration for employment and/or continued employment provide additional consideration for this Agreement.

10. REPRESENTATION

Any party may be represented by an attorney selected by the party. Employee represents and agrees that Employee has had the opportunity to review any and all aspects of this Agreement with the legal or other advisor of Employee's choice before executing this Agreement.

11. ENTIRE AGREEMENT/CONSTRUCTION/ SEVERABILITY

This is the complete agreement of the parties about arbitration of covered disputes, and it replaces all prior agreements (oral, written, electronic) regarding the arbitration of disputes, except as noted above, and is the full and complete agreement relating to the formal resolution of disputes covered by this Agreement. Each party acknowledges that no representations, inducements, promises or agreements regarding the resolution of the claims and disputes covered by this Agreement, whether oral or written, express or implied, have been made by either party or anyone acting on behalf of a party, that are not incorporated herein.

In addition, the parties expressly agree that any dispute arising on or after the date this Agreement becomes effective with respect to any Restrictive Covenant Agreement between Employee and the Company will be resolved in accordance with this Agreement, including without limitation the clause addressing temporary and preliminary injunctive relief in Section 2 above. You and Company also expressly agree that this Agreement amends and/or modifies, and/or takes priority over any contrary language, if any, in any Restrictive Covenant Agreement between Employee and Company that requires a venue contrary to this Agreement for any dispute covered by this Agreement. Employee and Company expressly agree that any disputes arising out of or related to a Restrictive Covenant Agreement will be resolved in accordance with this Agreement. In all other respects the Restrictive Covenant Agreement will remain in full effect and will apply according to its terms.

If a court determines the FAA does not apply to a particular dispute or to one or both parties, the parties agree that the arbitration law of the jurisdiction where the arbitration will take place will apply.

This Agreement will survive the termination of Employee's employment and the expiration of any benefit, and it inures to the benefit of successors and assigns of the Company and is enforceable by any of them without the need for further consent or approval by Employee. This Agreement will also continue to apply notwithstanding any change in Employee's duties, responsibilities, position, or title, or if Employee transfers to any affiliate of the Company.

Unless this Agreement is not entered into, deemed void, unenforceable, invalid, or inapplicable, this Agreement replaces, supersedes, and takes priority over any other arbitration agreements addressing the claims and disputes covered in this Agreement; however, as stated in the pending litigation exclusion in Section 2 above, if You are party to a previous arbitration agreement with the Company, that previous arbitration agreement will continue to apply to any pending claims (as defined above).

Notwithstanding any contrary language in any Company policy or employee handbook, this Agreement may not be modified or terminated absent written consent by both parties.

If any portion of this Agreement is deemed invalid, void, voidable or otherwise unenforceable, the unenforceable provision will be severed from the Agreement and the remainder of the Agreement will be enforceable.

12. EFFECTIVE DATE

By signing this Agreement, Employee is accepting and agreeing to the terms of this Agreement, and it becomes effective immediately. However, should Employee not sign this Agreement, continuing employment with the Company for a period of 30 days after your first receipt of this Agreement constitutes mutual acceptance of the terms of this Agreement commencing upon completion of that 30-day period, and the Agreement will be binding on You and the Company.

13. NO RETALIATION AND AT-WILL EMPLOYMENT STATUS

The Company will not retaliate against employees for invoking the Agreement in good faith to seek the resolution of a dispute. If any Employee believes that he or she has been retaliated against by anyone at the Company, Employee should immediately report this to the Company's Human Resources Department. Employee recognizes and acknowledges that this Agreement does not change the at-will status of Employee's employment and that it is not an agreement offering continued employment or employment for a term. Employee understands that Employee is an at-will employee and may quit at any time without cause or reason and likewise may be terminated by Company at any time with or without cause or reason.

ELECTRONIC PROTECTED HEALTH INFORMATION (ePHI) AGREEMENT

In order to comply with privacy regulations regarding electronic Protected Health Information (ePHI), employees, contractors or anyone in the United States with access to systems containing ePHI are responsible for safeguarding this protected data by:

a. limiting ePHI data access to only those who need access as part of their job duties

b. storing ePHI data only on resources that are specifically designed to enforce ePHI data confidentiality, integrity and availability (e.g. not on public or shared drives or on personal digital assistants (PDA's) or any other place where data is at significant risk of being compromised)

c. transmitting ePHI data only through approved channels (Secure FTP, encrypted email, etc.)

d. ensuring ePHI data on transportable media sources such as floppies, CD's, DVD's, magnetic tapes and laptops are controlled and utilized according to IT standards

e. returning or destroying ePHI when it is no longer needed for business purposes or upon contract termination

f. ensuring that all system access passwords are kept confidential, sufficiently complex and routinely changed

Managers responsible for ePHI data should ensure individuals granted access to ePHI resources are trained annually on ePHI handling procedures. These managers should also review access control lists regularly to verify that only authorized individuals are granted access to ePHI resources.

Despite the close working relationship between EssilorLuxottica employees and subleasing optometrists or ophthalmologists, no EssilorLuxottica employee should handle a subleasing doctor's electronic patient information/data unless it is with the specific permission of the doctor or pursuant to a Business Employee Agreement and in the course of treatment.

If an employee suspects or discovers an IT security incident (data compromise, system misuse, virus, etc.), the incident must be reported immediately to management and to the appropriate IT Help Desk. Technical Services' IT Security Officer is responsible for the IT security incident remediation process, including coordinating, communicating and documenting response activities through to resolution.

These Corporate Services and ePHI Policy summaries are provided so that employees understand the importance of protecting the Company IT resources and protected customer data. Please refer to Luxottica's or Essilor's intranet, or your brand-specific online communications channel for more detailed information regarding IT policies.

ESSILORLUXOTTICA EMPLOYEE GUIDE ACKNOWLEDGEMENT AND AGREEMENT FOR UNITED STATES EMPLOYEES

This will acknowledge that I have received my copy of the EssilorLuxottica Employee Guide and that I will familiarize myself with the contents of the Employee Guide and agree to abide by its terms. I understand that this Guide replaces and supersedes all prior versions. I understand that if I have any questions, I am encouraged to contact Human Resources.

I specifically understand and agree to the following:

- My employment with the Company will be at-will, unless there is a specific agreement signed by me and a legally authorized company representative, as determined by EssilorLuxottica's Legal Department, stating otherwise. As an at-will employee, I understand that the Company has the right to terminate my employment at any time, with or without cause or notice, and that I have the same right. Except as provided in the following paragraph, the Company reserves the right to add, change or delete wages, benefits, policies and all other working conditions at any time.
- The Dispute Resolution Agreement cannot be changed, altered, revised or modified as to me without (i) issuance of a new Dispute Resolution Agreement which makes any such changes or modifications, and (ii) my written agreement to such changes or modifications.
- My signature below certifies that I understand that this agreement regarding my at-will status is the sole and entire agreement between the Company and me concerning the duration of my employment and the circumstances under which my employment can be terminated. This agreement supersedes all prior agreements, understandings and representations (whether written or oral) concerning my at-will employment with the Company.
- I acknowledge that I have received and read, and that I understand and agree to the terms of, the following Agreements as set forth in the Employee Guide: **Confidentiality Agreement and Non-Solicitation Agreement; Inventions Agreement; Dispute Resolution Agreement; Release for Use of Likeness, Voice and Name Agreement and Electronic Protected Health Information (ePHI) Policy Agreement.**
- I acknowledge and agree that my employment with the Company is conditioned upon my acceptance of the terms of these contractually binding agreements. I understand that the Agreements attached hereto replace and supersede all prior versions and I am bound by the most recent versions of the Agreements.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.

DO NOT SIGN UNTIL YOU HAVE READ THE ACKNOWLEDGEMENT AND AGREEMENT ABOVE, AND THE ESSILORLUXOTTICA EMPLOYEE AGREEMENTS.

Signature	Date
Employee Name (please print)	EssilorLuxottica ID number

ESSILORLUXOTTICA EMPLOYEE GUIDE ACKNOWLEDGEMENT AND AGREEMENT FOR CANADA EMPLOYEES

This will acknowledge that I have received my copy of the EssilorLuxottica Employee Guide and that I will familiarize myself with the contents of the Employee Guide and agree to abide by its terms. I understand that this Guide replaces and supersedes all prior versions. I understand that if I have any questions, I am encouraged to contact Human Resources.

I specifically understand and agree to the following:

- The Company has the right to make all final decisions regarding the interpretation and application of this Guide and reserves the right, at its sole discretion, to add, change or revise any policy or practice contained herein.
- The Employee Guide is intended to provide an overview of the Company's policies, obligations and expectations and does not necessarily represent all such policies in force.
- Nothing in the Employee Guide or the Agreements creates, or is intended to create, a promise or representation of continued employment.
- I acknowledge that I have received and read, and that I understand and agree to the terms of, the following Agreements as set forth in the Employee Guide: **Confidentiality Agreement and Non-Solicitation Agreement; Inventions Agreement; and Release for Use of Likeness, Voice and Name Agreement.**
- I acknowledge and agree that my employment with the Company is conditioned upon my acceptance of the terms of these contractually binding agreements. I understand that the Agreements attached hereto replace and supersede all prior versions and I am bound by the most recent versions of the Agreements.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.

DO NOT SIGN UNTIL YOU HAVE READ THE ACKNOWLEDGEMENT AND AGREEMENT ABOVE, AND THE ESSILORLUXOTTICA EMPLOYEE AGREEMENTS.

Signature	Date
Employee Name (please print)	EssilorLuxottica ID number

ESSILORLUXOTTICA EMPLOYEE GUIDE ACKNOWLEDGEMENT AND AGREEMENT FOR PUERTO RICO EMPLOYEES

This will acknowledge that I have received my copy of the EssilorLuxottica Employee Guide and that I will familiarize myself with the contents of the Employee Guide and agree to abide by its terms. I understand that this Guide replaces and supersedes all prior versions. I understand that if I have any questions, I am encouraged to contact Human Resources.

I specifically understand and agree to the following:

- The Company reserves the right to add, change or delete wages, benefits, policies and all other working conditions at any time.

- My signature below certifies that I understand that this agreement is the sole and entire agreement between the Company and me concerning my employment and the circumstances under which my employment can be terminated. This agreement supersedes all prior agreements, understandings and representations (whether written or oral) concerning my employment with the Company.

- I acknowledge that I have received and read, and that I understand and agree to the terms of, the following Agreements as set forth in the Employee Guide: **Confidentiality Agreement and Non-Solicitation Agreement; Inventions Agreement; Release for Use of Likeness, Voice and Name Agreement and Electronic Protected Health Information (ePHI) Policy Agreement.**

- I acknowledge and agree that my employment with the Company is conditioned upon my acceptance of the terms of these contractually binding agreements. I understand that the Agreements attached hereto replace and supersede all prior versions and I am bound by the most recent versions of the Agreements.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.

DO NOT SIGN UNTIL YOU HAVE READ THE ACKNOWLEDGEMENT AND AGREEMENT ABOVE, AND THE ESSILORLUXOTTICA EMPLOYEE AGREEMENTS.

Signature	Date
Employee Name (please print)	EssilorLuxottica ID number