



## Memorandum of Understanding

### 20/20 Quest Foundation and Essilor Vision Foundation

Effective July 1, 2018

**20/20 Quest Foundation (20/20)** is a National Vision, Inc. sponsored charitable foundation chartered for the purpose of providing screenings, eye exams, eyeglasses and refractive error solutions to the optically underserved in both the United States and the developing world.

**Essilor Vision Foundation (EVF)** is a 501(c)(3) operating public charity, founded in 2007 by Essilor of America, with the mission to eliminate poor vision and its lifelong consequences. EVF bridges this gap between need and access to services by providing vision services directly to the students in need at no cost to the families, and providing in-kind donations of lenses and/or lab services to groups who directly serve students in need of vision correction.

This document is a Memorandum of Understanding (MOU) between 20/20 and EVF. The purpose of this MOU is to define the relationship and roles of 20/20 and EVF.

#### The goals of the MOU are:

- Provide the best vision care possible to those individuals living at or below the poverty line and who otherwise could not afford vision services
- Provide an awareness about the importance of vision correction;
- Help patients become productive members of society and the economy through vision correction and access to care; and
- Generate awareness of the 20/20 and EVF partnership and the impact of vision correction on individuals and their life, the community, and the economy.

**Responsibilities:** In support of the goals outlined in this MOU, 20/20 agrees to the responsibilities set forth in Schedule 1. In support of the goals outlined in this MOU, EVF agrees to the responsibilities set forth in Schedule 2.

**Term and Termination:** The Term of this MOU will be effective from July 1, 2018 (the "Effective Date") and continue until terminated in accordance herein, (the "Term"). Either party may terminate this MOU by giving sixty (60) days advanced written notice. During the time period between a party's receipt of termination notice and the date such termination takes effect is the "Termination Period". During the Termination Period, 20/20 agrees to pay for orders placed, even if received by 20/20 after the termination date.

**Severability:** If any term or provision of this MOU is determined to be invalid, illegal, or incapable of being enforced by any law, regulation, or public policy, all other terms and provisions of this MOU shall nevertheless remain in full force and effect. This MOU shall not be altered, amended or modified in any



way except by a written instrument dated subsequent to the date of this MOU and signed on behalf of the parties by their respective duly authorized representatives.

**Indemnity:** Each party to this MOU shall defend, indemnify and hold the other party, its affiliates, and their respective officers, directors, employees and agents harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) regarding any third party claim arising out of or relating to: (i) personal injury (including death), property damage or any other damage caused or alleged to be caused by the negligence, willful misconduct, bad faith or fraud of the party, its employees, agents or subcontractors or the products provided by such party pursuant to this MOU, (ii) any breach of this MOU by the party, and (iii) any infringement or alleged infringement of any patent, design, trade name, copyright, trademark, trade secret or other intellectual property right relating to the products furnished under this MOU. Upon receipt of notice, the indemnifying party shall promptly assume the defense of any third party suit or proceeding covered by its indemnification obligations hereunder. The indemnifying party shall not settle or compromise any claims against the indemnified party without the indemnified party's prior written consent.

**Limitation of Liability:** Neither party shall be liable to the other for any indirect, special, consequential, incidental, or punitive damage with respect to any claim arising out of this MOU (including without limitation its performance or breach of this MOU) for any reason.

**Miscellaneous:**


1. Each of the parties is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other.
2. The parties may not assign this MOU or any right or obligation of this MOU without prior written consent of the other party.
3. Each party will only use the other party's trademarks and related intellectual property ("Marks") only in connection with the services and activities contemplated in this MOU. Neither party will attempt to obtain a copyright or trademark in any artwork that contains or is derived from the Marks of the other party without prior written consent.
4. This MOU shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, U.S.A., without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. The parties agree that exclusive venue and jurisdiction for all disputes arising under this MOU shall be in courts located in New York County, New York. Further, this MOU and deliveries of items pursuant to this MOU shall not be governed by the United Nations Convention on the International Sale of Goods.
5. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signatures delivered electronically (via facsimile or e-mail) shall be deemed original signatures.

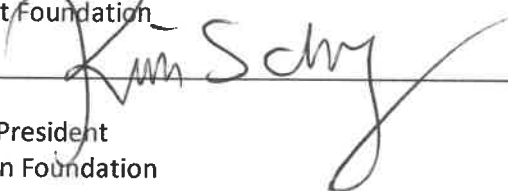


6. This contract supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement of such parties with respect to the subject matter hereof.

*[Signature page follows]*

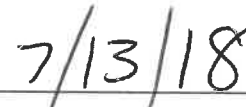
**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have duly executed this MOU as of the Effective Date.

  
\_\_\_\_\_  
Robert Stein, President  
20/20 Quest Foundation

  
\_\_\_\_\_  
Kim Schuy, President  
Essilor Vision Foundation

\_\_\_\_ 6-29-2018 \_\_\_\_

Date

  
\_\_\_\_

Date



**SCHEDULE 1**  
**20/20 Responsibilities**

20/20 agrees to:

- Co-brand and promote EVF as a leading 20/20 partner as follows:
  - Acknowledgement of EVF support of 20/20 in release of any research supported by EVF lenses
  - Recognition of EVF as a sponsor in national press releases, as mutually agreed
  - Inclusion of EVF in media events, as mutually agreed
  - Inclusion of EVF on the 20/20 website Supporters page
  - Acknowledgement of EVF partnership on printed materials
  - Recognition of EVF in 20/20 Annual Report/Impact Report
- Provide to EVF one opportunity annually to cross promote to 20/20 target audience/referral network
- Provide to EVF, the 20/20 logo/artwork standard to be used as approved in a case by case basis whenever there is an opportunity to promote 20/20 partnering with EVF via banners, signage, social media, websites, etc.
- Provide to EVF an annual forecast of lens and lab service volumes, due by August 1, for the subsequent calendar year. Any adjustment to the annual figures will require written consent by EVF
- Work in good faith toward promotion of similar key vision statistics, or others to be mutually determined:
  - 25% of all school children in the US have a vision problem significant enough to affect learning
  - 44% of parents are not aware that behavioral problems can be an indication that a child's vision is impaired
  - 80% of all learning in a child's first 12 years is through their eyes
  - 1 in 4 children have a vision problem that affects their ability to learn



**SCHEDULE 2**  
**EVF Responsibilities**

EVF agrees to:

- Provide stock lenses, not to exceed thirty thousand (30,000) annually, as prescribed by 20/20's providers for patients served through its charitable activities.
- Promote 20/20 as an EVF partner specifically, but not limited to:
  - 20/20 logo included on the EVF website partners page
  - Inclusion of 20/20 in Board reports
- Provide the EVF logo lock up and graphic standards to be used, as approved, on a case by case basis whenever there is an opportunity to promote EVF partnership
- Submit to 20/20, any requests for additional trademarks, copy or content needed for individual events or media for 20/20's approval prior to publication

