

## **SUPPLIER CODE OF CONDUCT**

This Supplier Code of Conduct is applicable to all 'Suppliers' of Lenskart Solutions Private Limited or any of its subsidiaries, affiliates, divisions ("**Lenskart**").

'Supplier' here refers to any of the suppliers/ service providers/ vendors/ traders / agents/ consultants/ contractors/ third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell or provide, any kinds of goods or services to Lenskart.

This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with Lenskart. This Code embodies Lenskart's commitment to issues and regulatory requirements concerning Labour Laws, Anti-Bribery, Anti-Corruption, Data Protection, Intellectual Property, Conflict of Interest, and other requirements which impose the highest standards of conduct.

### **A. Gifts, travel, and entertainment**

Supplier shall not directly or indirectly provide any gift, travel, entertainment, political contribution, or charitable donation of any value to a Lenskart employee or any third party or government official or public servant on behalf of Lenskart.

### **B. Conflicts of interest**

A conflict of interest arises when a Lenskart employee's personal interest interferes with the best interests of Lenskart. It may occur when an employee or a family member or friend receives a personal benefit as a result of the employee's position with Lenskart.

Supplier shall not enter into a financial or any other relationship with a Lenskart employee that creates any actual or potential conflict of interest for Lenskart.

Supplier shall disclose to the Lenskart Team all relationships that have a potential to create a conflict of interest or the appearance of a conflict of interest with any employee or consultant in Lenskart. Supplier shall accordingly correct any actual or perceived conflict of interest as directed by Lenskart.

### **C. Unfair business practices**

Lenskart is committed to competing fairly and in compliance with the antitrust and competition laws in every country where it does business. Supplier shall comply with all applicable fair business, predatory pricing, advertising, and all other requirements under applicable anti-trust competition laws.

### **D. Anti-corruption**

Lenskart is committed to doing business with integrity and in compliance with the highest anti-corruption standards. Corruption violates the public's trust, threatens economic and social development, and hurts fair trade. Supplier shall comply with the applicable anti-corruption laws in India or abroad. Supplier shall not engage or attempt to engage in bribery, corruption, fraud, extortion, or embezzlement. Supplier shall conduct itself with honesty, fairness, and high ethical standards, avoiding even the appearance of impropriety in all its business interactions worldwide.

## **E. Anti-lobbying**

Supplier shall not undertake any type of lobbying or other similar representative efforts on Lenskart's behalf before any kind of government entity, official, body, or representative without the express written consent of Lenskart. Suppliers shall make no statements to the press about or on behalf of Lenskart unless expressly authorized to do so by Lenskart.

## **F. Intellectual property rights, privacy, and data protection**

Supplier shall comply with all applicable intellectual property rights and laws. Supplier shall only use information technology and software that it has developed, acquired or licensed legitimately and shall use them only in accordance with the terms of its title/ ownership and licenses.

Supplier shall not transfer any of Lenskart's technology, proprietary information, or trade secrets without prior written consent from Lenskart.

Supplier shall respect the reasonable privacy and confidentiality expectations of everyone with whom it does business and shall appropriately protect all data that may come into its possession because of its relationship with Lenskart, including data relating to Lenskart and Lenskart's employees, customers, and partners.

Supplier shall comply with Lenskart's instructions and with applicable privacy, data protection, and security laws and regulations when personal, confidential, proprietary, or other sensitive information is collected, stored, processed, transmitted, or shared. Supplier shall use Lenskart-provided information technology and systems only for business-related purposes authorized by Lenskart.

## **G. Environment Sustainability**

Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

Lenskart also expects the Supplier to achieve sustainable growth whilst managing the impacts of their business, by improving their environmental performance. Lenskart also encourages similar improvements further down the supply chain.

## **H. Labour, Safety and Human Rights**

Adhering to all labour laws and human rights laws, the Supplier shall: -

- Comply with all applicable local, state and national laws regarding human rights.
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.
- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.

- Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.
- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly.
- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.

It is the Supplier's responsibility to read and understand the contents of this Code. As a condition for doing business with Lenskart, the Supplier must comply with this Code and agree to uphold such values during its business association with Lenskart.

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to Lenskart to check compliance upon request with reasonable notice. The Supplier shall notify Lenskart regarding any known or suspected improper behavior by the Supplier or its personnel relating to its arrangement with Lenskart, or any known or suspected improper behavior by Lenskart employees.