

Supplier Code of Conduct

Thai Optical Group Public Company Limited
January 2022

Thai Optical Group Public Company Limited and its subsidiaries (collectively “TOG”) has a mission to be become a leading, sustainable, independent manufacturer with a global reputation for consistent service excellence, ease of doing business and supplying the best value stock lenses and complete Rx solutions on time, every time.

Our business partners, suppliers, and service providers (“the Supplier” or collectively “the Suppliers”) play an important role, in supporting us, whilst conducting our mission. The action of the Suppliers can impact TOG affecting not only our reputation, but also the level of trust we work hard to earn from our customers.

In alignment with these efforts, we have created the TOG Supplier Code of Conduct (“the Code”) to communicate the minimum principles the Suppliers are expected to adhere to, when conducting business with TOG, providing goods and services to TOG, and working together with us, to ensure good practices in social, economic and environmental aspects.

1. Business Integrity

TOG maintains the highest levels of business integrity. We expect the Suppliers to fully engage in a shared commitment to transparency and ethical behavior.

1.1 Compliance with Law

Suppliers’ business activities shall comply with all applicable laws and regulations, relevant to the countries/regions, in which they operate. The Code applies to activities in the locations where suppliers’ goods are produced, where any related services are performed, and where the goods enter the supply chain. Moreover, TOG also encourages the Suppliers to strive to comply with international and industry standards and best practices.

1.2 Bribery and Corruption

Any and all forms of bribery, corruption, extortion or embezzlement are prohibited. Bribes, facilitation payments, or granting any such advantages are unacceptable, whether directly or indirectly. The violation of these principles will result in the immediate termination of business relations with TOG. Suppliers shall ensure adequate procedures to prevent bribery and to report any suspected wrong doing, via our whistle-blowing channel detailed at the end of the Code.

1.3 Conflicts of Interest

Conflicts of interest between the Suppliers and TOG should always be avoided. When an actual or potential conflict of interest occurs, the Suppliers shall disclose any situation directly to TOG, to allow TOG the opportunity to take appropriate action. In particular, the Suppliers shall under no circumstances offer any payment or personal advantage, to any TOG employee or representative, in exchange for conducting business with TOG. The Suppliers are encouraged to report, via our whistle-blowing channel, any request or attempt by TOG employees to gain personal advantage.

1.4 TOG Assets, Information and Intellectual Property

The Suppliers are duty bound to safeguard and make appropriate use of TOG assets and resources, and to maintain the integrity of confidential information or trade secrets of TOG, solely for the purpose authorized and intended for use by TOG, when supplying goods or services to TOG. All and any information provided by TOG shall be used for its intended and designated purpose only. The supplier must respect intellectual property rights and safeguard TOG proprietary information. Transfer of technology and know-how must be carried out in an authorized manner that protects intellectual property rights. Insider information may not be used to trade in TOG's share on the Thai stock exchange

1.5 Ethical Business Conduct

The Suppliers shall conduct business using competitive and fair market practices, and must not engage in any understanding or agreement with subsidiaries or competitors, concerning prices or market allocation, or exert any biasing effect or undue influence on the competitive process.

2. The Environment

TOG is committed to a worthwhile, effective and efficient use of resources. The Suppliers are encouraged to join us in taking a proactive stance on environmental management, to mitigate any adverse environmental impact of business activities, and to offer eco-conscious products, to support planetary health.

2.1 Environment Management

The Suppliers, whose business activities have an environmental impact, shall have a system to manage their environmental issues, to prevent pollution and ensure responsible chemical management. We encourage the Suppliers to take a progressive approach, in reducing any negative impacts on the environment and surrounding communities, wherever they operate.

2.2 Collaborating in Climate Action

TOG encourages the Suppliers to provide training to all personnel about environmental management, to seek to invest in new technologies, which minimize greenhouse gas emissions, and to proactively help combat and counter climate change.

3. People and Social Responsibilities

TOG supports a safe and healthy workplace, diversity, human dignity, and continuously assesses the Suppliers' social responsibilities, monitoring appropriate employment management, well-being of workers and good labor practices.

3.1 Respect of Human Rights

The Suppliers shall commit to respecting human dignity and human rights in the workplace, to ensure no harsh or inhumane treatment. Physical abuse or discipline, the threat of physical abuse, violation, sexual or other harassment and verbal abuse, or other forms of intimidation, shall be prohibited. Factory rules and disciplinary measures will be fair and clearly communicated to workers, in a form that they agree. All disciplinary measures shall be recorded. Suppliers shall establish confidential grievance and whistleblowing procedures in their workplace.

3.2 Good Employment Practices

The Suppliers must pay all workers at least the minimum wage, required by applicable laws and regulations, and provide all legally mandated benefits. All employment conditions, including compensation, working hours, overtime working hours, vacation time, leave periods and holidays, must be consistent with applicable laws and regulations, relevant to where they operate. All wage payments to workers must be documented. Deductions from wages or salaries as a disciplinary measure shall not be permitted without the express permission of the worker concerned.

Working hours, excluding overtime, shall be defined by contract and shall not exceed 48 hours per week, except where local laws permit. All overtime shall be voluntary and must be paid. Overtime shall be used responsibly, considering all the following: the extent, frequency and hours worked by individual workers and the workforce. It shall not be used to replace regular employment. The total hours worked in any 7-day period shall not exceed 60 hours, except in exceptional circumstances where this is allowed by local law, workers agreed, appropriate safeguards are taken to protect the workers' health and safety and the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies. Workers shall be provided with at least one day off in every 7-day period or, where allowed/required by national law, 2 days off in every 14-day period.

3.3 Support Diversity and Avoid Discrimination

The Suppliers shall support diversity and wage parity for work of equal value, without discrimination. The Suppliers shall not engage in any discrimination, based on race, color, age, gender, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership or marital status, in hiring and employment practices, such as promotions, rewards and access to training.

3.4 Prevention of Forced Labor, Human Trafficking and Modern Slavery

All work must be voluntary, and workers shall be free to leave work or terminate their employment, with reasonable notice. The Suppliers shall not be trafficking in persons or use any form of slave, forced, bonded, indentured or prison labor. The Suppliers shall ensure that third-party agencies, providing workers, are legally compliant with good employment practices, wherever they operate.

3.5 Prevention of Child Labor

The Suppliers shall not employ children. The minimum age for work shall be in accordance with the relevant minimum age for employment in the country where the Suppliers operate except that no child under the age of 16 shall be employed under any circumstances. When young workers, above the minimum age and below 18 years of age are employed, they must not do work that is mentally, physically, socially or morally dangerous, harmful, or interferes with their education opportunities.

3.6 Safe and Healthy Workplace

The Suppliers shall identify, evaluate and control worker exposure to hazardous chemicals and ensure their safe handling, movement, storage, recycling, reuse and disposal, to avoid injury and accident. Working environments shall be safe and hygienic for workers, and be in a suitable condition for women, pregnancy, and nursing mothers to return to work. The Suppliers shall provide workers appropriate personal protective equipment, and shall seek to eliminate chemical hazards, where possible. In addition, facilities must be maintained, in accordance with the standards set by applicable laws and regulations of the countries where they operate.

3.7 Workers shall have legal entitlement to work

Suppliers must only employ or use workers with a legal right to work in the country and should establish a process that effectively monitors this. Every worker must be in the host country lawfully and be in possession of a valid work permit for the entire period of their employment. Suppliers must have a system in place for verifying and documenting the legal right to work before the worker begins employment.

3.8 Quality and Safety

The Suppliers shall only supply products and services, which meet agreed or legally required standards for TOG users' health and safety, including those pertaining to chemical hazard or danger warnings and safety handling information. The Suppliers shall ensure relevant parties' key workers are aware of and trained in safety practices, to appropriately handle products and provide services. The Suppliers shall provide accurate, verifiable and clear information, sufficient to enable TOG to make decisions, including information on prices and, where appropriate, content, safe use, environmental impact, maintenance, storage and disposal of goods and services. The Suppliers shall avoid omissions of information, intellectual property infringement, or any other deceptive, misleading, fraudulent or unfair practices.

4. Audit and Monitoring

In addition to requiring all suppliers to comply with the Code TOG expects Suppliers to allow onsite audits to take place at Supplier facilities and their subcontractors where operations are based in locations which fall within a medium/high risk area as defined by the Modern Slavery Global Index. Tog reserves the right to conduct such audits or engage a third-party agency to conduct independent audits of our suppliers to assess whether the standards set out in the Code are being properly implemented and complied with.

The Suppliers shall take appropriate steps, to ensure the above principles of the Code are communicated to their workers and are adopted and applied by their workers, suppliers, agents and contractors. The Suppliers are responsible for prompt reporting of actual or suspected violations of law, the Code and any contractual relationship with TOG. This includes violations by any worker or agent acting on behalf of either the Supplier or TOG.

You may report a violation via email to: Hotline@thaiopticalgroup.com,
or by letter to: Internal Audit, Thai Optical Group Public Company Limited,
15/5 Moo 6 Bangbuathong-Suparnburi Road, Laharn,
Bangbuathong, Nonthaburi, 11110, Thailand.



Complaint, Suggestion & Whistleblowing Form

Supplier Notification Prior to Implementation

Thai Optical Group Public Company Limited and the Subsidiaries adhere to best practice principles, and constantly ensure any required changes are implemented, as outlined in the ISO13485 Medical Device Quality Management System. As such, we practice and track, as standard, management responsibility, employee training, improvement development, and transparency, to better align and comply with all relevant regulations. Furthermore, we urge all of our manufacturers/suppliers to establish and implement written change, control and approval procedures, as well as risk assessment measures, to cover all aspects, which may impact our business. Please communicate this request, in its entirety, to all those concerned, to ensure any necessary action is taken, to adopt and apply such measures, by the relevant parties within your organization, as follows:

1. **In no event** shall the change or modification of any of the specifications, or any raw material, or the method, or production of the product, or new process technology not previously used for the product, or any substantial change, or major change, or any safety issues of the product, we purchase, be implemented or made, without prior written approval of TOG and/or our Subsidiaries, respectively;
2. Any change in inspection or testing method, manufacturer/supplier/seller should have evidence that the new inspection or testing method provides results equivalent to the prior approved method.
3. Any **minor modification** or **minor change in plan** that would **not** affect the specification or appearance or physical property or functionality or performance or durability or safety of the product shall be explained to TOG and subject to approval, in advance of such modification or change. In this case, please submit your notification at least 6 months prior to the planned implementation date, together with the following information:
 - Description of proposed change (what)
 - Details of potential risk(s) which may impact the buyer
 - Explanation of why the proposed change is needed/recommended (why)
 - Affected product(s)
 - Proposed date or lot number of when change will be implemented (when)
 - Category of the proposed change, such as:
 - Composition of raw material
 - Site of manufacture
 - Source of raw material
 - Traceability coding
 - Manufacturing process
 - Minor change in quality system/status
 - Method of testing
 - Significant change in organizational structure that may affect manufacturing and quality of the product
 - Change within the supply chain or manufacturing process that significantly alters environmental impact
 - Label/packaging
 - Quantity/volume per package

- Safety Data Sheet
- Handling/movement/storage conditions
- Company name change
- Product number or part number change
- Medical device regulation update (provide documentation)
- Supplier Recall, Field Action or Field Notice
- Except for Product End-of-Life Notice, the notification shall be at least 24 months prior to the planned implementation date.
- Other (please specify)

Disclaimer: This Supplier Notification is acknowledged upon understanding that it is advisory in nature and in no manner changes the Sellers original responsibility for insuring that all characteristics, designated in the applicable manufacturing specifications and/or inherent in the samples, as originally tested and approved, are maintained. The Seller accepts full responsibility for the changes or types of changes listed above. Should such changes result in less satisfactory performance than experienced with the originally approved item, the Seller will fully reimburse the Buyer for all expenses incurred to correct the deficiency.

Compliance Declaration

We, the undersigned, hereby confirm that:

We have received, read and understood the contents of the TOG Supplier Code of Conduct.

We pledge to be compliant with all of the terms of the Code.

We noted that TOG has also opened a whistleblowing channel to report bribery acts or demands from any TOG employees.

We will report any violations of the Code to TOG.

Supplier / Company name

Signature

Position & Name

Date

This document must be signed by an authorized representative of the Supplier & returned to the TOG Procurement Department Manager, Titima Jaroonsiri, via email: titima@thaiopticalgroup.com