

BRAND ADVOCATE TERMS OF PARTICIPATION

These Brand Advocate Terms of Participation (“**Terms**”) constitute an agreement between National Vision, Inc., for and on behalf of itself and its brands and affiliates, including without limitation America’s Best Contacts & Eyeglasses, Eyeglass World, AC Lens, DiscountGlasses.com, and DiscountContactLenses.com (each a “**Brand**”, and collectively, “**Company**” or “**we**”) and the individual who has accepted these Terms by registering to participate in one or more programs to promote Company’s products and services through the MAVRCK platform (“**Brand Advocate**” or “**you**”).

Services. You’ve agreed to showcase one of our Brands, products and/or services (collectively, “**Products**”) as more specifically described in the invitation/application you submitted, which may include posting original pictures, videos or other content on social media platforms.

Consideration. The compensation or other consideration we will give you in return for your services was noted in the invitation/application you submitted; this constitutes full and complete consideration for the services furnished and rights granted by you, and you hereby acknowledge the sufficiency and adequacy of such consideration.

Usage Rights. As to all social media posts and content created by you hereunder (collectively, “**Content**”), you grant to us a non-exclusive, royalty-free, worldwide, unrestricted, irrevocable, and unlimited license, right, and permission, but not obligation, to utilize, distribute, publish, exhibit, digitize, display, reproduce, and prepare derivative works of such Content on our social channels in both an organic and/or a paid capacity, with attribution to you as we deem appropriate. You will permit us to link to your social media pages and websites as appropriate to highlight our relationship, including reposting your Content, and you will take such reasonable steps as may be necessary to facilitate this (e.g., whitelisting). It is understood that we are not required to remove historical posts from social media platforms at any time.

You hereby grant to Company and its agents and assigns the non-exclusive right to use your name, social media handles and/or titles, picture, image, likeness, signature, voice and biographical information (collectively, “**Persona**”) in connection with the Content and the usage rights granted herein. You shall have no claim to compensation or benefits other than as specifically noted herein, and you shall have no claims based on invasion of privacy, defamation, or right of publicity arising out of Company’s use of your Persona or Content.

Compliance. We appreciate your efforts to promote the Company and our Products through your social networks and otherwise. In addition to including whatever tags, hashtags, tracking links, or other elements we direct you to use within your posts, an important part of your responsibility in participating in one of these programs is to be transparent and truthful with your audience when you’re communicating about us. This means:

- *Be Transparent:* When posting about us, you need to disclose that you are working with us.
 - You don’t need to disclose the exact nature of our relationship; you only need to disclose that one exists (i.e., you needn’t disclose that you’re being paid, or that you got free product, etc.).
 - In each case, this disclosure should be clear and conspicuous and should accompany each applicable message – it shouldn’t just live on your profile page.
 - Some ways to do this:
 - ✓ Make the disclosure within the message itself, such as “I am partnering with Eyeglass World [or whichever Brand’s program you are participating in] . . .” or “My friends at Eyeglass World gave me a discount on my glasses . . .”; OR
 - ✓ Using a customary hashtag *that is understood by consumers to mean that a material connection exists between us*; this hashtag must be featured prominently as part of a post. For example, this could include standardized hashtags such as “#Ad” or “#Sponsored”. NOTE: A branded hashtag alone (e.g., “#EyeglassWorld”) generally would not be deemed sufficient to disclose an association, although a branded hashtag that specifically discloses the existence of a relationship might work (e.g., “#EyeglassWorldPartner”).
- *Express Your Honest Opinion and Be Truthful.*
 - Your posts should reflect your honest opinions, findings, beliefs, or experiences.

- Any statement you make about our Products which appears to be objective and verifiable (i.e., factual) must be truthful and not misleading; if you have questions about our Company or our Products, ask!

Representations and Warranties. You represent and warrant that:

- There is nothing in your personal background that would reflect negatively on your association with us;
- You have the right to participate in the applicable program and have no conflicting commitments or obligations that would interfere with your ability to perform the services and to grant the rights herein granted;
- While participating in a program with us, you will not engage in any conduct that (i) would disparage, denigrate, portray in an unfavorable light or bring you, Company, or Company's Products into public disrepute, contempt or scandal, (ii) would injure the success of Company or any of Company's Products (including, without limitation, a public revelation of your disapproval or dislike for Company or the Products, or your approval or favor towards one or more of Company's competitors, as determined by Company, in its sole and absolute discretion);
- No Content will (i) reference or depict any celebrity (unless written permission is obtained in advance); (ii) disparage or denigrate Company, or its Brands, Products, services, affiliates, or their employees; (iii) depict nudity or lewd content of any sort; (iv) incite, advocate, or express pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence, or include any other offensive content; (v) portray Company or its Brands or Products in a negative manner; (vi) misrepresent the source of anything, including impersonation of another individual or entity; (vii) provide or create links to external sites that violate this provision; (viii) include content that is protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control the rights thereto or have received all necessary consents; or (ix) contain advertising for any party other than Company (including, without limitation, money making schemes, discount cards, credit counseling, online surveys, or online contests); and
- You shall secure all necessary releases for all third-party materials/property incorporated or referenced in any manner in the Content (including, without limitation, individuals portrayed or referenced, photography/artwork, any copyrightable or trademarked material, and any other material for which any third party claims any rights thereto). If requested by Company, you shall provide all such paperwork to Company for its review and approval.

Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between you and Company, and you shall not be deemed an employee of Company for any purpose. You will not represent yourself to be an employee of Company for any purpose. You do not have authority to enter into contracts on Company's behalf. Your relationship with Company will be that of an independent contractor. You understand and agree that you will not be eligible for any benefits provided by Company to its employees, and you expressly waive any right to any such benefits. Company shall not withhold any income, FICA, disability or any other federal, provincial, state, or local tax or contribution on any compensation paid to you or on any expense for which you are reimbursed, and you are fully responsible for any taxes on any compensation or other consideration provided to you by Company.