

ACUVUE® Home Delivery Service

The ACUVUE® Home Delivery Service delivers ACUVUE® products directly to end users. JJVC will supply customers/patients with contact lenses directly.

JJVC will provide contact lenses recommended and customised by the optician/ophthalmologist and deliver them to the patient. Delivery takes place by standard post to the address specified.

In order to use the ACUVUE® Home Delivery Service, the optician/ophthalmologist can download this Form and follow the below steps.

1. The optician/ophthalmologist will complete, sign and date the ACUVUE® Home Delivery Service Form, all of which can be done electronically or by hand.
2. Once finished the optician/ophthalmologist will email their completed form (all pages of the Contract) to their Account Manager or the Customer Service Team to the email address: UKCS@visgb.JNJ.com with the subject line:
Request Home Delivery: *(Enter Your J&J Account Number)*

ACUVUE® Home Delivery Service General Terms and Conditions

and

Data Processing Agreement

1. The ACUVUE® Home Delivery Service delivers ACUVUE® products directly to end users. JJVC will supply customers/patients with contact lenses directly. This is done on behalf of the prescribing optician/ophthalmologist.
2. JJVC will provide contact lenses recommended and customised by the optician/ophthalmologist and deliver them to the end user. Delivery takes place by standard post to the address specified by the customer/patient.
3. In order to use the ACUVUE® Home Delivery Service, the end user must be the prescriber's customer/patient. The prescriber (optician/ophthalmologist) must have premises for customising contact lenses and must provide customisation and after-care.
4. The optician/ophthalmologist will inform the customer/patient of the ACUVUE® Home Delivery Service and, in consultation with its customer/patient, provide JJVC with all the requisite data needed in order to dispatch contact lenses directly.
5. The data of the customer/patient shall remain the property of the optician/ophthalmologist. JJVC will not use this data for any purpose other than the ACUVUE® Home Delivery Service, unless the optician/ophthalmologist previously consented to such use.
6. Where JJVC processes any patient personal data in relation to this agreement, all data will be handled in accordance with applicable privacy and data protection legislation and the enclosed data processing agreement in Exhibit A will apply.
7. JJVC will take adequate technical and organisational measures to prevent unauthorised or unlawful treatment of personal data and protect against the loss or destruction of, or damage to, personal data.
8. JJVC accepts no responsibility for the use of incorrectly customised or ordered contact lenses.
9. The optician/ophthalmologist must draw the customer's/patient's attention to the importance of carefully reading the instructions on the contact lens packaging.
10. Johnson & Johnson Vision Terms and Conditions apply to the ACUVUE® Home Delivery Service.
11. JJVC reserves the right to discontinue the ACUVUE® Home Delivery Service at any time.

Exhibit A: Data Processing Agreement

Between

.....
.. (PLEASE COMPLETE IN BLOCK CAPITALS)

- hereinafter referred to as the

“Customer” - and

Johnson & Johnson Medical Ltd
- hereinafter referred to as the
“Contractor” -

1. Definitions.

“**Data Protection Legislation**” means all applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and all national legislation in respect of the protection of Personal Information, including the Data Protection Act 2018.

“**Controller**”, “**Personal Information**”, “**Processor**”, “**Data Subject**” and “**Processing**” (and “**Process**”) have the meanings set out in Data Protection Legislation.

2. **Subject Matter and Duration.** The subject matter of the agreement is the home delivery service as described above which is referred to herein (subsequently referred to as the “Performance Agreement”). The agreement is awarded for an indefinite period and can be terminated by either party by giving 4 weeks’ notice before the end of the month. This is without prejudice to the possibility of termination without notice.
3. **The Nature and Purpose.** The nature and purpose of collecting, processing and/or using personal data by the Contractor for the Customer is described in the Performance Agreement.
4. **The Type of Personal Information and Categories of Data Subject.** This is described under heading 1 of the Performance Agreement.
5. **Categories of processed Personal Data.** This is described under heading 4 of the Performance Agreement and will include all and any Personal Information necessary to fulfil the Home Delivery Service, including contact details and contact lens prescription of end-users.
6. **Limitations on Use.** Contractor’s Processing of Personal Information shall be governed by the terms of this Agreement, which set out the obligations and rights of the Customer.

7. **Security Controls.** During the term of the Agreement, Contractor shall: i) implement and maintain reasonable technical and organizational safeguards designed to protect Personal Information against unauthorized loss, destruction, alteration, access or disclosure; and ii) impose appropriate confidentiality obligations on Contractor personnel accessing or otherwise Processing Personal Information.
8. **Security Incidents.** Contractor shall promptly notify Customer in the event Contractor discovers that there has been any accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to Personal Information (“Security Incident”), unless otherwise prohibited by law or otherwise instructed by a law enforcement or supervisory authority. In the event of a Security Incident, Contractor shall take reasonable steps to mitigate the effects of the Security Incident and reasonably cooperate with Customer in the investigation thereof.
9. **Cross-Border Transfers.** In connection with Contractor’s provision of the Services, Contractor may be required to transfer Personal Information to various geographic locations, including countries located inside and outside of the European Economic Area. To the extent required by applicable law, the parties shall enter into EU Standard Contractual Clauses (“EU SCCs”) to facilitate transfer of such Personal Information outside of the EEA. The parties agree that the Reports provided in Section 12 of this Exhibit shall satisfy any applicable audit rights under such EU SCCs.
10. **Subcontracting.** Customer authorizes Contractor to disclose or transfer Personal Information to, or allow access by (each, a “Disclosure”) third parties (including Contractor affiliates and sub-processors) as required to provide the Services to Customer. Contractor shall maintain a list of affiliates and subcontractors to which it makes such Disclosures and provide such list to Customer upon request. Prior to any Disclosure, Contractor shall impose substantially similar obligations on such third party regarding the security and confidentiality of Personal Information as those set forth in this Exhibit. Contractor shall be liable for all actions by such third parties with respect to any such Disclosure.
11. **Requests or Complaints.** Unless otherwise prohibited by applicable law, Contractor shall promptly notify Customer if Contractor receives any requests or complaints with respect to the Processing of Personal Information under the Agreement. For the avoidance of doubt, Customer is responsible as data controller for responding to such requests or complaints, and Contractor shall not otherwise respond thereto unless expressly authorized to do so by Customer. Taking into account the nature of the Processing, Contractor shall reasonably assist Customer with the fulfilment of Customer’s obligation to respond to a request. To the extent legally permitted, Customer shall be responsible for any costs arising from Contractor’s provision of such assistance.
12. **Audit.** Not more than once per calendar year, upon Customer’s request, Contractor shall provide written certification regarding its compliance with its obligations under this Exhibit related to the security, protection and Processing of Personal Information, or as otherwise required to demonstrate its compliance with applicable data protection laws. Customer agrees that such certifications shall be used to satisfy any audit or inspection requests by or on behalf of Customer.
13. **Return or Disposal.** Upon termination or expiration of this Exhibit, Customer shall be entitled to retrieve its Personal Information in accordance with the Performance Agreement and Contractor shall promptly delete Customer’s Personal Information from its systems following the retrieval period, unless applicable law requires storage of the Personal Information.

14. **Compliance Assistance.** Contractor shall provide reasonable assistance requested by Customer to: i) demonstrate Contractor's compliance with its obligations under this Exhibit; ii) assist Customer in meeting its obligations under data protection laws regarding carrying out privacy and data protection impact assessments and related consultations with governmental authorities; or iii) otherwise respond to regulatory investigations by any data protection or similar authority. Contractor reserves the right to charge a reasonable fee to Customer for such requested information and assistance, to the extent permitted by applicable law.
15. **Regulatory Investigations.** Upon notice to Contractor, Contractor shall provide reasonable assistance to Customer in the event of an investigation by any data protection or similar authority, if and to the extent the investigation relates to Personal Information handled by Contractor on Customer's behalf in accordance with this Exhibit. Such assistance shall be at Customer's sole expense.
16. **Additional/Different Controls.** In the event this Exhibit, or any actions to be taken or contemplated to be taken in performance thereof, do not or would not satisfy either party's obligations under applicable data protection law, the parties shall negotiate in good faith to appropriately amend this Exhibit.
17. **Conflicts.** To the extent there is any conflict between this Exhibit and the terms of the Performance Agreement with respect to the Processing of Personal Information, this Exhibit shall prevail.