

Eyenovia Inc.

Employee Handbook



January 2024

ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this Employee Handbook (the “Handbook”) to help you find the answers to many questions that you may have regarding your employment with Eyenovia Inc. (“Eyenovia” or “the Company”). Please take the necessary time to read it.

We do not expect this Handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this Handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Eyenovia adheres to the policy of employment at will, which permits the Company or you to end the employment relationship at any time, for any lawful reason, with or without cause or notice. No Company representative other than Chief Financial Officer may modify at-will status, and any such modification must be signed and in writing.

Many matters covered by this Handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this Handbook or by any member of management.

This Handbook states only general Company guidelines and, to the extent there is a conflict between a Handbook provision and applicable law, that law shall govern. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this Handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by you and the Chief Financial Officer of the Company.

This Handbook supersedes all prior handbooks.

THIS HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT AND DOES NOT GUARANTEE EMPLOYMENT FOR ANY PERIOD OF TIME. UNLESS OTHERWISE PROVIDED IN A WRITTEN CONTRACT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, EMPLOYMENT WITH THE COMPANY IS AT-WILL.

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Section 1 Governing Principles of Employment

1.1 Introduction

Welcome to the Eyenovia family.

If you're new to us, you will soon find that our people and culture is unique and incredible, just like our technology. And if you've been here a while, your contribution has undoubtedly been seen and appreciated. Your talents help elevate us all.

This Employee Handbook is meant to guide you through our processes to help ensure your success. If you ever have a question or issue that is not covered here, our open-door policy means all you need to do is ask.

With best regards,

Michael Rowe
Chief Executive Officer

1.2 Equal Employment Opportunity and Reasonable Accommodations

Eyenovia is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex (including pregnancy, childbirth, and related medical conditions), marital status, civil union status, familial status, veteran status, sexual orientation, gender identity or expression, genetic information, AIDS/HIV status, medical condition, arrest record, status as a victim of domestic violence, sexual assault, or stalking, reproductive health decision making, or any other characteristic protected by applicable federal, state or local laws (the "Protected Classes"). This policy applies to all areas of employment, including but not limited to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company complies with the Americans with Disabilities Act (ADA), the Americans with Disabilities Act Amendments Act (ADAAA) and applicable state laws providing for nondiscrimination in employment against qualified individuals with disabilities. The Company will reasonably accommodate the known physical or mental limitations of qualified employees with disabilities, accommodations stemming from a pregnancy-related disability, in accordance with these laws. If you believe you may require accommodation in order to perform the essential functions of your job, please contact the Chief Financial Officer or the HR Director. You may also contact the ADP MyLife Advisors at (800) 554-1802. The Company will engage in an interactive process with you to find an effective, reasonable accommodation, if any. If such accommodation is possible and will not impose an undue hardship on the Company, the Company will make the accommodation.

The Company will accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to

request such an accommodation, please speak to the Chief Financial Officer or the HR Manager. Employees may also contact the ADP MyLife Advisors at (800) 554-1802.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your supervisor or any higher-level manager in your reporting chain. You may also contact the ADP MyLife Advisors at 800-554-1802 if you are uncomfortable for any reason using the above procedure. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity in good faith.

Eyenovia will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for up to three (3) years after the birth of a child, in accordance with and to the extent required by applicable law. Subject to applicable law, the break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The Company will provide employees with the use of a private room or location other than a toilet stall, near the employee's work area, with access to a sink with running water and a refrigerator suitable for storing milk. This location may be the employee's private office, if applicable. Please consult ADP Benefits Team with questions regarding this policy.

You should advise management if you need break time and an area for this purpose.

Managers and supervisors who receive a report of a potential violation of this policy MUST report it to the Chief Financial Officer or the HR Director.

1.3 Non-Harassment

It is Eyenovia's policy to prohibit harassment, including coercive, disruptive, and unwelcome behaviors based on an individual's Protected Class. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that the workplace is free of harassment.

Note that there is a wide range of what could be considered inappropriate behavior under this policy even though such behavior may not be illegal. For this reason, a violation of this policy may lead to disciplinary action whether or not it violates the law.

Harassment Based on Protected Class

Harassment on the basis of any Protected Class is strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of their Protected Class and that (a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely affects an individual's employment opportunities.

All harassment is prohibited at the Company, even if the conduct is intended to be friendly or humorous.

While it is not possible to list every action that may constitute harassment based on Protected Class, examples of such conduct can include:

- Disparaging or derogatory comments, slurs or jokes;
- Exaggerated criticism and/or name calling;
- Use of language that demeans or ridicules people because of their Protected Class;
- Communicating, sharing, or displaying written or visual material that is demeaning or derogatory to a person because of their Protected Class; and
- Material or comments intended to be friendly or humorous that are directed at a person's Protected Class.

Sexual Harassment Defined

Eyenovia is committed to a workplace free of sexual harassment. Eyenovia does not tolerate and prohibits sexual harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer or any third party. Eyenovia also prohibits retaliation as defined below.

Sexual harassment and retaliation are unacceptable in the workplace and in any work-related settings such as business trips and Company-sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, sexual harassment and retaliation are unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment are unlawful.

Sexual harassment includes harassment on the basis of sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status) and/or sexual orientation. Sexual harassment includes unwelcome conduct or advances or requests that are either of a sexual nature or are directed at an individual because of that individual's sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status) and/or sexual orientation when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or emails) or physical conduct (including physically threatening another) that denigrates or shows hostility or aversion towards an individual on the basis of sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender

expression (including transgender status) and/or sexual orientation. Such conduct violates this policy, even if it is not unlawful.

Because it is sometimes difficult to define sexual harassment, you are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, comments, gestures, flirtations, leering, whistling, touching, kissing, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- sexual jokes or comments about a person's body, sexuality or sexual experience;
- propositions or suggestive or insulting comments of a sexual nature;
- derogatory, obscene or vulgar cartoons, posters, pictures, and drawings;
- sexually explicit emails, voicemails, or messages;
- conversation about one's own or someone else's sex life;
- conduct, comments, or hostile actions consistently targeted at only one gender or because of the person's gender or gender identity or expression, even if the content is not sexual.

Retaliation Defined

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- any action that would discourage you from reporting sexual harassment or retaliation;
- shunning or avoiding an individual who reports sexual harassment or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting sexual harassment or retaliation; and
- denying employment benefits because an applicant or employee reported or encouraged another employee to report sexual harassment or retaliation or participated in the reporting and investigation process described below.

Individuals and Conduct Covered

This policy applies to everyone who works for the Company: full-time and part-time, temporary and permanent, and every position from entry-level to the most senior executives. It also applies to all third parties with whom Company employees come into contact in connection with their employment, including but not limited to customers, partners, vendors, consultants, contractors, and applicants.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business-related trips, meetings and social events. Employees are expected to be particularly careful about what they say and do in these

circumstances. Remember that “I was joking” or “I didn’t mean it that way” are not defenses to allegations of harassment, nor is being under the influence of alcohol or other substances.

Every supervisor who learns of any employee’s concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to the HR Manager or the Chief Financial Officer.

Complaint and Investigation Procedure

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to the HR Manager. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be a violation of this policy, you should contact the Chief Financial Officer. If the person toward whom the complaint is directed is one of the individuals indicated above, or you are uncomfortable using the reporting procedure above, you should contact any higher-level manager in your reporting hierarchy. You may also contact the ADP MyLife Advisors at (800) 554-1802 if you are uncomfortable for any reason using the above procedure. Managers who receive or learn of a report of harassment **MUST** immediately report it to the HR Manager or the Chief Financial Officer.

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy to ensure due process for all parties. To the extent possible, the Company will endeavor to keep the reporting individual’s concerns confidential. However, complete confidentiality may not be possible in all circumstances. All individuals are required to cooperate in all investigations conducted pursuant to this policy.

As part of the investigation, the Company generally will:

- interview the complainant, the accused, and other necessary witnesses, and provide each with the opportunity to provide input;
- document the Company’s findings regarding the complaint;
- document recommended follow-up actions and remedies, if warranted; and
- inform the complainant of the Company’s findings.

All employees must cooperate with all investigations conducted pursuant to this policy.

The Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information and credibility of witnesses gathered during its investigation. If the Company determines that an employee has engaged in conduct in violation of this policy, appropriate disciplinary action will be taken against the offending employee (regardless of position or title), up to and including termination of employment. These measures may include, but are not limited to, counseling, suspension, or immediate termination. The Company will also take action to deter any future harassment or discrimination. In addition, disciplinary action will be taken against any employee who discourage, prevents, or attempts to discourage or prevent another employee from bringing harassment or discrimination to the attention of management. Anyone,

regardless of title or position, whom the Company determines has engaged in conduct in violation of this policy, will be subject to disciplinary action, up to and including discharge.

No Retaliation

In addition, the Company will not allow any form of retaliation against individuals who make good faith reports of unwelcome conduct to management or violations of Company policy (including the policies contained in this Handbook), cooperate in the investigations of such reports, or otherwise oppose harassment or discrimination. Violation of this policy, including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

We cannot remedy claimed violations of this policy unless employees bring these claims to the attention of management. Failure to report claims of harassment, discrimination and/or retaliation prevents us from taking steps to remedy the problem.

Employees who have made a complaint in bad faith, as determined by the Company based on its investigation, may be subject to disciplinary action, up to and including discharge.

1.4 Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, Eyenovia has adopted a policy of maintaining a workplace free of unlawful drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, manufacture, transfer, purchase, sale or distribution of Prohibited Drugs, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any Prohibited Drugs, which may impact your ability to perform your job or otherwise pose safety concerns. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

For purposes of this Handbook, “Prohibited Drug” means any illegal drug or other controlled substance, legal or not, on a non-prescription basis (including but not limited to non-prescribed narcotics, hallucinogenic drugs and marijuana). “Prohibited Drug” does not include lawfully prescribed drugs or other controlled substances taken in accordance with a prescription; however, this does not extend any right to report to work under the influence of or impaired by any drug, subject to applicable law.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies and those who have a medical history which reflects treatment for substance abuse conditions. However, you may not request an accommodation to avoid discipline for a policy violation. We encourage you to seek assistance before your substance abuse or alcohol misuse renders you

unable to perform the essential functions of your job or jeopardizes the health and safety of any Company employee, including yourself.

The Company complies with applicable protections for employees regarding off-duty use of cannabis. However, employees are not permitted to possess, be impaired by, or use, cannabis on Company property or on the job, including medicinal use of cannabis.

1.5 Workplace Violence

Eyenovia is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to you and damage to Company and personal property.

Eyenovia does not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, Eyenovia specifically discourages you from engaging in any physical confrontation with a violent or potentially violent individual. However, Eyenovia does expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers or any other individuals on Company premises, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidentially to the extent maintaining confidentiality does not impede Eyenovia's ability to investigate and respond to the complaints. All threats will be promptly investigated. You must cooperate with all investigations.

In situations where you become aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be immediately sought. In such situations, you should immediately contact your supervisor or any member of management and, if necessary and appropriate, law enforcement authorities by dialing 911.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, you should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

Section 2 Operational Policies

2.1 Employee Classifications

For purposes of this Handbook, all Eyenovia employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least 30 hours per week.

Part-Time Employees - Employees who regularly work fewer than 30 hours per week.

Short-Term Employees - Employees who were hired for a specific short-term project, or on a per diem or temporary basis. Short-Term employees generally are not eligible for Company benefits but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either “**exempt**” or “**non-exempt**” for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Employees classified as non-exempt will be paid according to applicable laws governing overtime pay. You will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

2.2 Your Employment Records

In order to obtain positions with the Company, you have provided certain personal information, such as your address and telephone number. This information is contained in your personnel file.

You should keep your personnel file up to date by informing ADP TotalSource of any changes. You also should inform ADP TotalSource of any specialized training or skills you acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an out-of-date emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

2.3 Working Hours and Schedule

Eyenovia normally is open for business from 8:00 am to 5:00 pm, local time, Monday through Friday. Working schedules and starting times are established by your supervisor or manager based on business and production needs. The supervisor or manager is responsible for communicating work schedules to their subordinates. You will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Eyenovia may need to change individual work schedules on either a short-term or long-term basis. You will be assigned to a work site and expected to be available during the business hours of that work site.

Hourly non-exempt employees are expected to be at their workstation in a fit condition and ready to work at starting time. Work activity should commence at starting times and continue until the normal designated stopping times for breaks, lunch, or the end of work.

You will be provided meal and rest periods as required by law, which are further outlined below and in the accompanying state addenda as appropriate.

2.4 Timekeeping Procedures

Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason and, if applicable, meal periods, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects you to discipline, up to and including discharge.

Exempt employees are required to report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is your responsibility to approve time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

2.5 Overtime

Like most successful companies, Eyenovia experiences periods of high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated consistent with applicable law which, in most cases, is calculated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week. Please see the applicable state addenda for any exceptions. Only those hours that are actually worked are used to determine your overtime pay.

You may work overtime only with prior management authorization. Overtime worked without prior authorization may result in disciplinary action. Up to ten hours of weekly overtime may be approved verbally, and anything beyond that must be pre-approved in writing by your supervisor or manager.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

2.6 Safe Harbor Policy for Exempt Employees

It is Eyenovia's policy and practice to accurately compensate you and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, you must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary, which is intended to compensate them for all hours they may work for Eyenovia. This salary will be established at the time of hire or upon classification as an exempt employee. While it may be subject to review and prospective modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, exempt employees' salaries may be subject to certain deductions. For example, unless applicable law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons other than sickness or disability;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before you have qualified for the plan, policy or practice or after you have exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event you work less than a full week; and
- any full work week in which you do not perform any work and is not using any paid time off.

Salary may also be reduced for certain types of deductions required by law or authorized by you, such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which you performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;

- an absence because the Company has decided to close a facility on a scheduled workday;
- absences for jury duty, attendance as a witness, or military leave in any week in which you performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to a supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact the Head of Human Resources or any other supervisor in Eyenovia with whom you feel comfortable. If you are unsure of whom to contact if you have not received a satisfactory response within five (5) business days after reporting the issue, you should immediately contact the Human Resources Director, 8748 Technology Way, Suite C, Reno, NV 89521, 1-833-EYENOVIA, Option 4.

2.7 Your Paycheck

Non-exempt employees are paid bi-weekly for all the time worked during the past pay period unless otherwise required by applicable law.

Exempt employees are paid semi-monthly for all time worked during the past pay period unless otherwise required by applicable law.

Payroll stubs itemize deductions made from gross earnings. By law, Eyenovia is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These deductions also may include any court-ordered garnishments and deductions authorized by you. Payroll stubs also will differentiate between regular pay received and overtime pay received, if applicable.

If there is an error in any employee's pay, you should bring the matter to the attention of the HR Manager immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be given only to you, unless you request that they be mailed or authorize in writing that another person may accept the check.

2.8 Direct Deposit

Eyenovia strongly encourages employees to use direct deposit. Authorization forms are available from ADP TotalSource.

2.9 Salary Advances

Eyenovia does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.

2.10 Performance Review

Depending on your position and classification, Eyenovia endeavors to review performance annually. A positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

The first 90 days of employment will be a probationary period in which the Company will evaluate your performance and determine whether continued employment will be offered. This probationary period does not change the at-will nature of employment; as discussed below, employment shall be at-will during and after the probationary period.

2.11 EyeXL Spot Awards

The Company offers eligible employees the opportunity to be recognized for an extraordinary achievement tied to one of the Company's goals through the Company's nomination-based EyeXL Spot Awards program. This EyeXL program is offered solely at the Company's discretion and the Company reserves the right to terminate or modify this program without notice.

Eligibility

All full-time company employees excluding the Company Officers and Vice Presidents are eligible to receive an EyeXL Spot Award. All recipients of the EyeXL award must be in good standing with Eyenovia (i.e., not subject to probation or disciplinary action, not on a PIP and in compliance with all training requirements, etc.) and must not have been an EyeXL award recipient in the preceding year. Please refrain from nominating an employee who has received an EyeXL award in the past year.

Award Criteria

An EyeXL Award is to be used to recognize an exceptional employee contribution that has exceeded expectations and is beyond the normal responsibilities of the position. It should have a significant impact on department, team, or company objectives.

A discrete action, rather than a situation of consistently exceptional performance, should be awarded. The continuous exceptional performance should be addressed by other means, such as a raise, bonus, and/or promotion.

Award Amount

The size of the awards will vary based on the achievement, and will generally be in the range of \$300 to \$3,000. Any awards issued will be considered taxable income and will be disbursed through payroll, less the usual employment deductions.

Process and Nominations

Achievements will be recognized on a quarterly basis. Nominations are accepted throughout the year.

Anyone may start the nomination process for an EyeXL Spot Award by submitting a nomination through the Helleteam suggestion box. The nominee's direct supervisor or manager must concur with the nomination. Final approval will be made solely by the Executive team.

Section 3 Benefits

3.1 Benefits Overview/Disclaimer

In addition to good working conditions and competitive pay, it is Eyenovia's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits.

The next few pages contain a brief outline of the benefits programs Eyenovia provides employees and their families. The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from ADP Benefits Team. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this Handbook.

Further, Eyenovia (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If you have any questions regarding benefits, you should contact ADP Benefits Team.

3.2 Paid Holidays

The Company observes, and therefore is closed on, certain holidays. Full-time employees are eligible for and will be paid for the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate, regardless of whether you are required to work. Subject to applicable law, eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the holiday will not be counted as PTO.

If a holiday falls within a jury duty, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the Company.

3.3 Paid Time Off

Eyenovia appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation. Eyenovia fully encourages employees to get this rest by taking paid time off.

Eligibility.

Paid Time Off ("PTO") starts accruing on the date of hire. Only full-time regular employees are eligible to accrue and use PTO. Part-time and short-term employees are not eligible for PTO.

Use and Scheduling.

You can use PTO when taking time off from work for any reason, including vacation, illness, and other personal reasons. PTO may be taken in increments of four hours, except where an applicable sick leave law provides for shorter increments.

All PTO requests are subject to your manager's approval, as well as team or department staffing needs. We understand that unscheduled absences occasionally happen; however, when possible, PTO should be scheduled at least two weeks in advance. Subject to applicable law, if the frequency of unscheduled absences becomes excessive, corrective actions will be taken, up to and including termination. PTO is paid at your regular pay rate and is not subject to overtime.

Availability.

You can use your PTO accruals in the pay period following an accrual of your first 4 PTO hours. All hours you accrue after that time can be used beginning in the pay period following the period in which they are accrued, subject to applicable law.

Accrual and Payment of PTO.

Eligible employees earn and accrue PTO at a rate of 0.0769 hours of PTO for every hour worked.

All eligible employees are eligible to accrue up to 160 hours of PTO per year. PTO accrual stops at 160 hours. Once you earn 160 hours of PTO, no more PTO may be earned (accrued) until the PTO balance falls below that level. It is your responsibility to review your accrued PTO balance to ensure that there are no discrepancies. If you notice any discrepancies, you should immediately notify Human Resources.

Unused, accrued PTO may be carried forward from one year to the next.

PTO will not accrue during unpaid leaves of absence or on overtime hours, except where required by law. PTO hours are not considered hours worked when calculating overtime pay.

Payment upon Termination.

If required by applicable state law, you will be paid for all unused, accrued PTO hours upon termination of employment.

Interaction with State and Local Sick Leave Laws.

Employees who are covered by a state or local paid sick leave law may use accrued PTO for any qualifying reason under such law. This policy will be interpreted to comply with such law where applicable. To the extent this policy contradicts applicable sick leave law, the law will control. You should bring any questions regarding this policy to the HR Manager.

The Company prohibits retaliation against you for using PTO for any qualifying reason under applicable sick leave law. If you feel you have experienced retaliation should bring your concerns to the HR Manager.

3.4 Workers' Compensation

On-the-job injuries are covered by Eyenovia's Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, you should report the incident immediately to your supervisor pursuant to the procedures outlined in the "Health and Safety" section of this Handbook. Failure to follow Company procedures may affect your ability to receive Workers' Compensation benefits.

Workers' compensation insurance is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this Handbook for more information.

3.5 Insurance Programs

Full-time employees may participate in Eyenovia's insurance programs subject to the terms of the applicable plan. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive SPDs describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact ADP Benefits Team with any further questions.

3.6 Long-Term Disability Benefits

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between Eyenovia and the insurance carrier.

Long-term disability benefits are solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this Handbook for more information.

3.7 Salary Continuation

Eyenovia provides enhanced monetary short-term disability benefits to full-time employees. These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits.

Short-term disability benefits are solely a monetary benefit and not a leave of absence. Employees who will be out of work must request a leave of absence. See the Leave of Absence sections of this Handbook for more information. Employees will be required to submit medical certification as requested by Eyenovia. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.

3.8 Transportation Reimbursement Program

Eyenovia provides a Transportation Reimbursement Program which allows all employees to pay for eligible transportation expenses with pre-tax income. You may participate on the first of the month after one (1) month of employment. The program works similarly to a Flexible Benefits Program, in which you elect to have a portion of pre-tax income transferred to an account for future reimbursement for transportation expenses. The amount of contributions is subject to IRS limits which generally change every year. Upon becoming eligible to participate in this plan, you will receive a SPD describing the benefit in greater detail. You should refer to the SPD for detailed plan information. Of course, you also should feel free to speak to ADP Benefits Team if you have any further questions.

3.9 Retirement Plan

Eligible employees are able to participate in Eyenovia's retirement plan. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, you will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to ADP Benefits Team if there are any further questions.

3.10 Tuition Reimbursement

Eyenovia encourages the professional and personal development of every employee. This Tuition Reimbursement Policy establishes guidelines under which full-time, regular employees may receive reimbursement for qualified educational expenses and successful completion of undergraduate, graduate, and post-graduate courses in accredited colleges or universities.

Purpose

The purpose of this policy is:

- To encourage and support you in your professional and career development as part of your employment with the organization.
- To provide administrative guidelines to facilitate fairness and equity in the application of these general principles.

Reimbursement Approval Criteria

Reimbursement may be approved or denied in the Company's sole discretion based on its evaluation of the following criteria:

- The degree sought must be directly related to your current field of work for the Company, and its successful completion must realistically be expected to enhance your ability to perform your job at the Company.
- You must satisfactorily meet the requirements of your job function. Ongoing participation in the tuition reimbursement program is contingent on continued satisfactory job performance.
- Length of service with the Company (minimum of one consecutive year not on probationary status).
- Statement from you regarding purpose, intentions and personal commitment.
- Courses must be taken at a college or school accredited by one of the nationally recognized accrediting associations and all courses offered by colleges and universities must result in academic credit.
- You must receive management approval before commencing course work.
- Attendance at the course(s) shall not conflict with your work hours, unless your manager approves that conflict in writing before registration for such course(s). You are expected to work a full workweek, even if the work schedule is adjusted to accommodate a class schedule.

- Participants must be full-time, regular employees on the Company payroll at both the start and completion of the course(s).
- Course work must meet requirements for an associate's, bachelor's or master's degree.

Reimbursement is contingent upon you earning a passing grade that is accepted by the school for credit, or, when the course is not graded, confirmation of satisfactory completion of the course from the school.

You will not be eligible for tuition reimbursement if you withdraw from the course or the course is canceled. You are required to immediately notify your supervisor and Human Resources if you withdraw from an approved course.

If you receive an incomplete grade in a course, you will have until the end of the following semester in which to complete the work and have the incomplete grade removed. Failure to complete the work will prohibit you from participating in the tuition reimbursement plan with respect to such course, and any advance payments received must be repaid to Eyenovia.

If you are unable to complete approved coursework because of conflicting job requirements, such as extended business travel or required overtime work, your supervisor must give prior approval for you to receive an incomplete grade or terminate the course. With concurrence from your manager/supervisor, you shall then be reimbursed for educational assistance costs in accordance with the Company's Tuition Reimbursement Policy.

Failure to satisfy the minimum passing grade or provide the confirmation of satisfactory completion of the course, as applicable, will result in denial of reimbursement for the applicable course(s).

If your employment is terminated for any reason during the course/program for which reimbursement was received, or within 12 months of completion of such course, the Company has the discretion to require you to repay the total amount of tuition reimbursement that Eyenovia paid with respect to such course, subject to applicable law.

Employees will be required to sign a separate acknowledgment stating they will repay the amounts in these specified situations before the Company pays any tuition reimbursement to such employee.

Reimbursable Costs and Amounts

Reimbursable costs include tuition, college fees, required textbooks, and other required course materials. Reimbursable costs shall not include tools and supplies that may aid you with the course, but which are not specifically required (e.g. computer, hardware, software, calculators, instructional tapes, parking fees or other optional expenses). Tuition and required fees that are paid by state or federal education grants or scholarships are not reimbursable.

Upon successful completion of the approved course(s), you shall be reimbursed for 50% of reimbursable costs, up to a maximum of \$2,000 per employee per calendar year, upon receipt by Accounting Department of official notice of passing grades and legible copies of the receipts for

reimbursable costs. The reimbursable costs will be deemed “earned” for purposes of this policy upon the one-year anniversary of the completion of the course and provided that you are still employed with the Company on that anniversary date.

Participation by employees in the tuition reimbursement plan in accordance with this policy shall not affect your status as an “at will” employee (i.e. employment is for an undefined period and is terminable at will by either the employer or you with or without cause and with or without notice).

Application Process

All employees who are applying for the tuition reimbursement program must complete an application for tuition reimbursement in consultation with their supervisors. Detailed descriptions of course content and requirements should be attached to the application. The application should be reviewed and approved by your supervisor prior to submitting it to Human Resources.

3.11 Professional Development

Eyenovia acknowledges that professional development is integral to personal job satisfaction, workplace productivity, reward, and recognition, and is critical to the achievement of the company’s mission and continuous improvement in its programs.

Purpose

The purpose of this policy is:

- To encourage and support you in your professional and career development as part of you employment with the organization.
- To provide administrative guidelines to facilitate fairness and equity in the application of these general principles.

Definition

Professional development may include career development and transition programs, on-the-job training, internal or external professional courses, professional certifications, support for undertaking research or project work, support for participation in internal or external governance processes, attendance of conferences and seminars, coaching and mentoring programs, etc.

Application

You may either:

- A) Be requested to participate in professional development training.
- B) Request to participate in professional development training.

All employees who are applying for, or are requested to participate in, training and development courses will complete an Application for Training and Tuition Reimbursement in consultation with their supervisors. Detailed descriptions of course content and requirements should be attached to

the application. The application should be reviewed and approved by your supervisor prior to submitting it to Human Resources.

Guidelines for Reimbursement

To qualify for reimbursement from Eyenovia, professional development courses must meet the following criteria:

- Be approved by your manager or supervisor.
- Have a primary business purpose that clearly benefits and supports the fulfillment of Eyenovia's mission and objectives.
- Include supporting documentation that describes how and why the training will benefit Eyenovia and the associated department.
- Be comprised of coursework that is consistent with the duties of your position description.
- Application for reimbursement must be submitted prior to commencement of the course.
- Original receipts from training providers must accompany final transcripts/certificates of completion.
- Eyenovia, Inc. will reimburse up to 100% of professional membership dues and fees where they are a requirement of the position.
- Part-time and seasonal employees are not eligible for professional training programs reimbursement.

Full-time, regular employees may qualify to receive reimbursement either for educational expenses and successful completion of undergraduate, graduate, and post-graduate courses in accredited colleges or universities pursuant to the Tuition Reimbursement Policy (discussed above); or this professional and career development policy; but not both, in a calendar year.

Processes for Reimbursement and Impact of Termination

The processes for reimbursement of professional development and training are the same as those outlined in the Tuition Reimbursement Policy (discussed above). **In instances where the professional training or membership dues are not required for the position and your employment is terminated for any reason during the professional training for which reimbursement was received, or within 12 months of completion of such training, the Company has the discretion to require you to repay the total amount of the training reimbursement that Eyenovia paid with respect to such course, subject to applicable law.** Employees will be required to sign a separate acknowledgment stating they will repay the amounts in these specified situations before the Company pays any reimbursement to such employee.

Expectations

You are expected to:

- develop your skills and capabilities in line with Eyenovia strategy at the appropriate level;

- participate in the professional development review process in partnership with your managers;
- take personal responsibility to update your specific expertise on a regular basis, as appropriate to the nature of the job;
- identify any training and development opportunities and raise these with management for your consideration; and
- contribute to team staff development where appropriate.

Section 4 Leaves of Absence

4.1 Military Leave

If you are called into active military service or enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence in accordance with applicable state and federal laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA). To be eligible for military leave, you must provide management with advance notice of service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. You may elect to use accrued PTO for periods of military leave. You should ask management for further information about eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that Eyenovia can maintain proper coverage while you are away.

4.2 Medical Leave and Family Care (MLFC)

The Company provides leaves of absence without pay to eligible employees for any of the following reasons: (1) the birth of a son or daughter and to care for such son or daughter; (2) the placement of a son or daughter with you for adoption or foster care and to care for the newly placed son or daughter; (3) to care for a spouse, son, daughter or parent (“covered family member”) with a serious health condition; or (4) because of your own serious health condition which renders you unable to perform an essential function of your position. Leave because of reasons (1) or (2) must be completed within the 12-month period beginning on the date of birth or placement.

For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions. In the event that state or federal law provides for greater rights than provided by this policy, it is the Company’s policy to govern its actions in accordance with those laws.

How to Request Leave

You may request leave only after having been employed for one year. Exceptions to the service requirement will be considered to accommodate protected disabilities. Eligible employees should make requests for leave to your supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Certification Requirements

You must provide Human Resources with written documentation from your health care provider supporting the need for leave including an explanation of your need for a leave of absence, any accommodations that might enable you to return to work, and the health care provider's opinion (supported by medical reasoning) as to the likely date you will return to work, if known. In the case of leave to care for a covered family member, you must also provide documentation substantiating the need for leave. This would include, for example, a statement from the family member's healthcare provider indicating that the family member is unable to care for their own basic medical, hygienic, or nutritional needs or safety.

Any changes in this information should be promptly reported to the Company.

Company Communications with Medical Professionals

We seek to work cooperatively with medical professionals to make informed individualized assessments about your ability to work and/or be at work. To accomplish this goal, from time to time, and as permissible by law, we may need to obtain additional medical information from your treating physician or other medical professionals to offer an opinion on your ability to work or be at work. It is your responsibility to see that your treating physician provides the information we request. Please contact Human Resources with any questions you may have.

Amount of Leave Available

Eligible employees are normally granted leave up to a maximum of 12 weeks within a 12 month rolling period measured backward from the date of any leave usage. For purposes of this policy, leave usage includes leave previously granted under state or federal leave laws (e.g, FMLA) for the same reasons provided by this policy or leave previously provided pursuant to this policy.

Leave must be used in one-week increments, subject to applicable law. Exceptions to this minimum increment requirement will be considered to accommodate protected disabilities. You will also be required to exhaust any accrued paid leave time, including available PTO and sick leave, before taking unpaid leave, subject to applicable law. Such paid leave time will run concurrently with unpaid leave under this policy.

If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Extensions will be provided based on operational requirements and business needs, subject to applicable law. However, subject to applicable law and the terms of the applicable plan, benefits will only be continued for the initial maximum of 12 weeks, after which time you may apply for benefits continuation under COBRA.

Continuation of Health Insurance Benefits while on Leave

Health insurance benefits will be provided by the Company for a maximum of 12 weeks under the same terms that would have applied had you not taken leave, subject to applicable law and the terms of the applicable plan. You remain responsible for payment of your contribution while on leave. Failure to make timely payments may result in a termination of health insurance benefits.

Employees who exceed the 12-week maximum period of leave may become responsible for the full costs of these benefits and may apply for benefits continuation under COBRA, subject to applicable law and the terms of the applicable plan. When you return from leave, benefits will again be reinstated on the first of the month following your return to work in accordance with the applicable plan.

Returning from Leave / Job Restoration

An employee on leave is requested to provide the Company with at least two weeks' advance notice of the date the employee intends to return to work so that the employee's return to work can be properly scheduled.

Employees returning from leave for the employee's own serious health condition must submit a health care provider's verification of their fitness to return to work.

Job restoration is not guaranteed, subject to applicable law. However, when a leave ends, the Company will make reasonable efforts to reinstate you to the same position previously held by you if it is available. If it is not available, the Company, will make reasonable efforts to reinstate you to an equivalent position for which you are qualified and if an equivalent position is not available, then to a lower level position.

If you fail to return to work on the agreed upon return date and fail to update the Company on your return to work status, the Company may assume that you have resigned.

4.3 Paid Parental Leave

The Company recognizes you may desire to be absent from work to care for a newborn child or new adopted or foster child (referred to as "parental leave" in this Policy). This parental leave is separate from the pregnancy disability and/or general family care leave offered by the Company, though all applicable leave entitlements will run concurrently to the extent permitted by law. Any applicable parental leave law governs in the event of a conflict with this Company policy.

Administration of This Policy

If any employee has questions regarding this policy or if you have questions that are not addressed in this policy, please contact Human Resources.

Eligibility

Full-time employees who have worked at Eyenovia for at least twenty-six (26) consecutive weeks prior to the birth or adoption of a child and are either primary or secondary caregivers are eligible for parental leave in accordance with this policy.

A “primary caregiver” is defined as someone who has primary responsibility for the care of the basic needs¹ and welfare of a child who has been added to the family through birth, or adoption. A primary caregiver may – but is not required to be – the birthing parent. A “secondary caregiver” means a person who has parental responsibility for the child but is not the primary caregiver. If you identify that you are the primary caregiver as defined in this Policy, you will be asked to complete a form attesting to your status as a primary caregiver. Primary caregiver leave may only be awarded once per childbirth or adoption event and a child may only have one primary caregiver.

Procedures

If you would like to take parental leave for the birth of your child or to care for a new adopted or foster child, you should provide advance notice to your supervisor or Human Resources as soon as possible. When possible, you should give at least 30 days' notice of your request for leave. If 30 days' notice is not possible because of medical necessity or for other reasons, you should give as much advance notice to the Company as possible. Written notice is preferred, but not required. Any parental leave must be used within one (1) year of the birth, adoption, or arrival of a new child.

The Company may, in its sole and absolute discretion, require a copy of the birth certificate or legal adoption documentation as a condition to providing you with parental leave.

If you are suffering from a pregnancy-related disability and requires a reasonable accommodation (which may include leave), you should speak with Mariia Owens or another member of the Human Resources team as soon as possible to discuss eligibility for other leave options and/or a reasonable accommodation. You may be required to submit medical certification of your disability.

You may not engage in outside employment while you are on parental leave. Violation of this policy may result in termination of employment without advance notice, except to the extent prohibited by applicable law. Failure to return from parental leave as scheduled may be considered a voluntary resignation.

Amount of Leave

Eligible employees are entitled to receive parental leave as outlined in the chart below:

| Eligible Caregiver | Eligible for STD due to Pregnancy | Amount of Paid Leave | Amount of Unpaid Leave | Total Amount of Leave² |
|----------------------------------|--|--|-------------------------------|--|
| Primary Caregiver (Birth Parent) | Yes | 6 weeks (1 week during the unpaid waiting period paid at 100%, plus 5 weeks paid at a maximum of 40% to supplement | 6 weeks | 12 weeks |

¹ Examples of basic needs include, but are not limited to: feeding, bathing, grooming, supervising, clothing, and/or organizing and attending wellness appointments for the child.

² This total amount of leave does not account for any unpaid leave that may be available in the employee’s specific jurisdiction (e.g. CFRA in California) though, as noted above, such statutory unpaid leave would run concurrently with any leave available through this Policy.

| Eligible Caregiver | Eligible for STD due to Pregnancy | Amount of Paid Leave | Amount of Unpaid Leave | Total Amount of Leave² |
|--|--|--|-------------------------------|--|
| | | the 60% STD leave so that the employee is paid 100% of their salary during the leave) ³ | | |
| Primary Caregiver (Non-birth Parent) | No | 6 weeks at 100% | 6 weeks | 12 weeks |
| Secondary Caregiver (Birth Parent) | Yes | 6 weeks (1 week during the unpaid waiting period paid at 100%, plus 5 weeks paid at a maximum of 40% to supplement the 60% STD leave so that the employee is paid 100% of their salary during the leave) ⁴ | 0 weeks | 6 weeks |
| Secondary Caregiver (Non-birth Parent) | No | 1 week | 4 weeks | 5 weeks |

Compensation during Parental Leave

During parental leave, you will continue to be paid your normal rate of pay by the Company, either in part or in full as explained above. If you are the birthing parent, you should apply for short-term disability through the Company’s short-term disability plan to ensure that you receive 100% of your pay during the Company-paid portion of your parental leave. Your failure to apply for short-term benefits will not require the Company to assume the payment of the benefits that would have otherwise been available to you had you applied for short-term disability. Please contact ADP Totalsource at (844)448-0325 as soon as possible for information about short-term disability insurance, including eligibility requirements.

Receipt of any paid parental leave benefits does not extend the length of any leave to which you are otherwise eligible or granted. Parental leave taken pursuant to this Policy must be taken concurrently with any applicable unpaid leave for which you also are eligible, such as pregnancy disability leave or any applicable family care leave (such as CFRA in California), where permitted by applicable law. For more details regarding leave of absence, please refer to the applicable leaves of absence policies in the state addenda or reach out to Mariia Owens at mowens@eyenovia.com.

Your total wage replacement benefits from all sources, including through this parental leave policy, may not exceed 100% of your then-current pay. The Company encourages eligible

³ Employees are expected to apply for short-term disability benefits promptly after giving birth.

⁴ See note 2, above.

employees to use any or all of your accrued but unused paid time off and/or sick leave during the unpaid portion of your parental leave to the extent permissible by law. In certain jurisdictions, you may be eligible for additional payments through your state. Please review the accompanying state addenda for more information.

Benefits during Leave and Reemployment

During parental leave, all benefits provided under an employee benefit plan will be governed by the terms and conditions of the applicable employee benefit plan documents in accordance with applicable law. For all other benefits, an employee on parental leave will receive the same rights and benefits as employees on an unpaid leave of absence.

Your job will be held for them while you are on approved parental leave. However, nothing in this Policy requires the Company to reemploy individuals who are not eligible for reemployment rights under applicable law.

Discrimination and Retaliation Prohibited

The Company prohibits and will not tolerate discrimination or retaliation against you because of your pregnancy or parental leave. Specifically, no one will be denied employment, reemployment, promotion, or any other benefit of employment or be subjected to any adverse employment action based on that person's pregnancy or parental leave. In addition, you will be disciplined, intimidated, or otherwise retaliated against because you exercised rights under this policy or applicable law.

The Company is committed to enforcing this policy against discrimination and retaliation. However, the effectiveness of our efforts depends largely on you telling us about inappropriate workplace conduct. If you feel that you or someone else may have been subjected to conduct that violates this policy, you should report it immediately. If you do not report such conduct, The Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

4.4 Jury Duty

Eyenovia will provide paid leave when you must serve on a jury. You will be paid your standard salary or hourly compensation while you are on jury duty for up to 15 days in a calendar year. Time spent on jury duty will not be counted as time worked for overtime purposes.

At the end of the 15 days, you may use your accumulated Paid Time Off (PTO) if they wish to continue to be paid while on jury duty, subject to applicable law. They may also take the additional jury duty time as an unpaid leave of absence.

You are expected to notify Human Resources of the need for time off for jury duty as soon as a notice or summons from the court is received.

You will be expected to work your regular schedule on any day you are not required to be present in court. You are also expected to work the remaining part of any scheduled shift if excused from

jury duty in time to return to the workplace prior to the end of the shift, subject to applicable law. However, you will not be required to work:

- Within eight hours before the time at which you must appear for jury duty.
- If the jury service lasted more than four hours, after 5:00 p.m. on the day of jury service.

Eyenovia reserves the right to request proof of jury service issued by the court when you return to work.

4.5 Bereavement Leave

The death of a family member is a time when you wish to be with your families. If you are full-time and lose a close relative, you will be allowed paid time off of up to three (3) days to assist in attending to obligations and commitments unless applicable law requires a longer period of time. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, child of spouse or domestic partner, parent, sibling or any other relation required by applicable law. You must inform your supervisor prior to commencing bereavement leave. In administering this policy, Eyenovia may require verification of death.

4.6 Voting Leave

In the event you do not have sufficient time outside of working hours to vote in a statewide election, you may take off enough working time to vote, not to exceed three (3) hours. Such time will be paid if required by applicable law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

Section 5 General Standards of Conduct

5.1 Workplace Conduct

Eyenovia endeavors to maintain a positive work environment. You play a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Eyenovia property or a co-worker's property, and/or disclosure of confidential information in violation of Company policy.
3. Completing or tampering with another employee's time records.
4. Violation of safety rules and policies.
5. Violation of Eyenovia's Drug-Free and Alcohol-Free Workplace Policy.

6. Fighting, threatening or disrupting the work of others or other violations of Eyenovia's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Unsatisfactory job performance.
9. Failure to perform assigned job duties.
10. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
11. Gambling on Company property.
12. Willful or careless destruction or damage to, or theft of, Company assets or the equipment or possessions of another employee.
13. Wasting work materials.
14. Performing work of a personal nature during working time.
15. Violation of the Solicitation and Distribution Policy.
16. Violation of the Harassment or Equal Employment Opportunity Policies.
17. Violation of the Use of Information Systems Policy.
18. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Eyenovia reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually, and nothing in this Handbook should be construed as a promise of specific treatment in a given situation. Eyenovia will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate you at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5.2 Punctuality and Attendance

Purpose

Our Company's Punctuality and Attendance policy outlines our expectations about our employees' coming to work. Being punctual when coming to work helps maintain efficiency in our workplace. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors.

Absenteeism refers to frequent absence from your job responsibilities. This includes not coming to work frequently or taking excessive sick leave without being able to submit doctor's notes.

Presenteeism refers to being present at work beyond your schedule even when the Company doesn't require overtime. This can cause you to overwork and have an impact on your productivity and job satisfaction.

Tardiness refers to coming in late, taking longer breaks than entitled to and constantly leaving earlier from work without reason. Manager reserves the right to issue disciplinary action if any of the above infractions occur on a regular basis.

Unforeseen Absences

If you cannot come to work, you must notify your manager as soon as possible. If your manager is in a different time zone, you should contact your manager and Human Resources. You should draw from your accrued paid time off to cover this type of absence unless other leave options are available. You should also submit a leave request in ADP Workforce Now.

If you need to leave work early, you must inform your direct manager.

Your absence will be considered excused if covered by any Company policy and you provide proper and timely notification to your supervisor or manager. Timely notification means calling in on the day of absence or providing advance notice for absences which can be anticipated. For absences due to unforeseen circumstances, timely notification means calling in as soon as practicable.

If you are absent from work for three or more days due to illness, the Company may require a doctor's note upon your return.

Unexcused Absences

Your absence will be deemed unexcused when you fail to give advance notice for an absence which could be anticipated, fail to call in as soon as reasonably practicable, or exceed the number or length of absences as defined by Company policy or authorized in advance by your supervisor or manager (except in the case of illness or special circumstances). Unexcused absences are subject to corrective action.

Except in extenuating circumstances, unexcused, unreported absence for more than three consecutive workdays will be considered job abandonment.

5.3 Use of Information Systems

You are expected to adhere to the proper use of all Company information systems, all of which are considered property of the Company. This includes but is not limited to telephone, Company-owned cell phones, e-mail, fax, internet, voice mail, computers and computer software applications. You who are permitted use of Company property must comply with the applicable Company policies and procedures regarding its use.

Eyenovia's information systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy.

All data that is composed, transmitted and/or received via the Company's information systems is considered to be Company property and part of the Company's official records. **Users have no legitimate expectation of privacy in regard to your use of Company information systems.**

Eyenovia may access and review any and all uses of Company information systems, including but not limited to voice mail, e-mail and Internet usage, without notice to users of the system (including you) in the ordinary course of business when the Company deems it appropriate to do so.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted in accordance with Company retention policies.

All Company policies regarding employee conduct, including but not limited to policies prohibiting harassment and discrimination, in their entirety, apply to the use of Company information systems. No one may use any communication or computer system in a manner that is or may be construed to be harassing or offensive based on any Protected Class.

Further, since the Company's information systems are Company property and are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

No employee may access, or attempt to obtain access to, another employee's information systems without appropriate authorization.

Any software in use must be a legally licensed copy purchased by the Company. Anyone who duplicates copyrighted software material or uses illegally obtained software material subjects the Company, and themselves, to substantial penalties under the law.

The unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material is expressly prohibited. As a general rule, if you did not create material, does not own the rights to it or has not received authorization for its use, it should not be accessed.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5.4 Use of Laptops and other Personal Communication Devices

Eyenovia-provided laptops and portable communication devices ("PCDs"), including cell phones and personal digital assistants, should be used primarily for business purposes. You have no reasonable expectation of privacy in regard to the use of such Company-provided devices, and all use is subject to monitoring to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications via such devices as necessary.

Acceptable Use

Company-owned laptops and PCDs are provided to you for the purpose of ensuring all Eyenovia-related business and sensitive information is maintained in a secure cyber environment. Use of personal laptops for Eyenovia-related work must be approved by your manager and reviewed by the IT prior to performing such work on the personal laptop. Company-provided laptops and PCDs are intended to be used solely by you and should not be shared with your family, friends, or other employees.

All conversations, text messages and e-mails on Company-provided laptops and PCDs must be professional. Further, when sending a text message or using a laptop or PCD for business purposes, whether it is a Company-provided or personal device, you must comply with applicable Company guidelines, including but not limited to policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD

to send or receive personal text messages is prohibited at all times, and personal use of Company-issued PCDs during working hours should be limited to emergency situations.

Your Responsibilities

Laptops and PCDs provided by the Company are the property of the Company. It is your responsibility to maintain these devices in your care as best they can and to protect the device from theft and unauthorized access. You may not physically alter or make any irreversible changes to the device. You should also refrain from downloading any unauthorized software and any suspicious or illegal data, software or materials at any time. Upon leaving the Company's employ, you must return the device to your manager on or before your final day.

You must promptly report any device problems that arise to the Company. Repairs are to be handled by the Company. You may not take the device anywhere else for any kind of service or repair unless explicitly instructed to do so. You are not to attempt to repair or alter any part of the device themselves.

You are expected to be able to produce your Company-provided laptops and PCDs upon request by the Company at any time for any reason. You are also expected to provide any requested information regarding the device and to otherwise assist in attempts by the Company to confirm an accurate inventory.

The Company reserves the right to search any and all data and software on Company-provided devices at any time. Again, you have no reasonable expectation of privacy in your use of Company-provided devices. This includes any personal information you may store on such devices. Accordingly, you are discouraged from saving any sensitive personal information or files on such devices.

You should use Company laptops primarily for business purposes and must comply with all Company policies in your use of the laptops. Excessive personal use, inappropriate use, and violation of any Company policies may result in discipline, up to and including termination of employment.

Company Responsibilities

The Company will provide the laptop, software and any and all support of the system, including reasonable assistance in use and operation of the laptop and assistance with use of the software. The Company will provide support of all uses of the laptop in all work-related environments to the extent deemed necessary by the Company in its reasonable discretion. The Company is responsible only for software installed by the Company.

Data

The Company will always strive to preserve all files and data on the laptop or PCD when performing a repair, but it is ultimately your responsibility to ensure the safety of your data. In some rare situations, data recovery can prove to be impossible. The Company strongly recommends that you keep a backup of all important files by utilizing the Company's Egnyte secure data platform.

It is also your responsibility to comply with the Company's cybersecurity policies and to protect sensitive Company information. This includes having the laptop or PCD require a password upon start up and not leaving the device logged in when unattended. You should remember that the Company's business sometimes involves personally identifiable information, which is protected under state and federal laws and regulations. Should the device become lost, stolen, or otherwise compromised, it is your responsibility to immediately report this to the Company. When reporting to the Company, you should provide a listing of sensitive data that may be stored on the so steps may be taken to protect that information from external attempts to misuse the data.

Replacement / Refresh Cycle

All Company-owned laptops are put on a refresh cycle. After a laptop has been in use for three years, it will be evaluated and replaced if the Company deems it unfit for use. If a laptop is unfit for use, it is the responsibility of the employee who uses it to contact IT support to perform factory reset on the laptop. Failure to request and follow up on factory reset of the unfitted laptop may result in disciplinary action, up to and including discharge.

Replacement or refresh of Company-owned PCDs will be reviewed on an as-needed basis unless the device becomes unfit for use, in which case you should immediately notify IT support.

Replacement / Theft / Irreparable Damage

You are responsible for protecting Company property and for returning Company-owned devices to the Company in reasonable condition. Should a laptop be damaged beyond repair, lost, or stolen, it becomes the responsibility of the Company to pay for the replacement unless extenuating circumstances such as your gross neglect or carelessness apply. Additionally, in cases where repairs are not considered cost effective in relation to the value, a replacement will be provided. You may be subject to discipline for mistreatment of Company laptops.

Personal Devices

You may be authorized to use your own laptop or PCD for business purposes. If so, you should work with the IT department to configure your device for business use. Communications sent via a personal laptop or PCD also may subject to monitoring if sent through the Company's networks or for business purposes, and the device must be provided for inspection and review upon request.

Please note that whether you use your personal laptop or PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of information systems, shall apply.

5.5 Use of Social Media

The Company understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, the Company has established these guidelines for appropriate use of social media.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog; journal or diary; personal web site; Facebook, Twitter, Instagram, Snapchat, LinkedIn or other social networking account or affinity web site; web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

The same principles and guidelines found in Company policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that violates this or other Company policies and/or adversely affects your job performance or the performance of fellow associates or otherwise adversely affects customers, suppliers, or people who work on behalf of the Company may result in disciplinary action up to and including termination. The Company may require you to immediately delete any postings that it determines violate Company policy.

Know and Follow the Rules.

Carefully read these guidelines, the Use of Information Systems Policy, the Equal Employment Opportunity Policy, the Non-Harassment Policy, and the other policies in this Handbook, and ensure your postings are consistent with these policies. Inappropriate postings, which may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct, will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful.

Always be fair and courteous to fellow employees, customers, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage clients, customers, co-workers, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of a Protected Class.

Be Honest and Accurate.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered.

Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know or have reason to suspect are false about the Company, clients, fellow employees, customers, suppliers, people working on behalf of the Company, or competitors.

Post Only Appropriate and Respectful Content.

Maintain the confidentiality of Company trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, you must be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, clients, fellow employees, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, you must make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”

Using Social Media at Work.

You may not use social media while on working time or on Company equipment, unless it is work-related as authorized by your manager.

Do not use Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Section 7 Protected Activity Not Restricted by this Policy.

Nothing in this Social Media Policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment. Company employees have the right to engage in or refrain from such activities.

5.6 Use of Artificial Intelligence

Purpose

The purpose of this Artificial Intelligence (AI) policy is to establish guidelines for the responsible and ethical use of artificial intelligence within the Company. It ensures protection of the Company’s confidential information, trade secrets, and intellectual property; alignment with the Company values; adherence to legal and regulatory standards; and promotion of the safety and well-being of all stakeholders.

Scope

This policy applies to all employees, contractors, and partners of the Company who use or interact with AI systems. It encompasses a range of generative artificial intelligence applications and software, including but not limited to Large Language Models (LLMs), plugins, and other data-enabled AI tools.

Definitions

Generative Artificial Intelligence. Refers to AI applications or software capable of creating content, responses, or data autonomously.

Large Language Models (LLMs). Denotes advanced AI models, like ChatGPT, known for their ability to generate human-like language and responses.

AI Tools. Encompasses a variety of artificial intelligence applications, including but not limited to ChatGPT, used within the organization.

Policy

The use of any generative artificial intelligence application or software (e.g. ChatGPT) that contains any Company confidential, sensitive or proprietary information or data is prohibited.

When using AI tools, it is important to be aware of privacy implications. Information is gathered from multiple sources, including account details, chat interactions, and device/browser data.

AI tools automatically collect personal information from devices and browsers, such as IP addresses, locations, browser types, and usage timestamps. Additionally, cookies may be used for tracking user browsing activities.

Using AI tools for work introduces potential risks, especially concerning the storage of confidential information related to the Company, its employees, contractors, partners, and clients. Exercise due diligence to avoid the inadvertent exposure of sensitive data.

5.7 Cell Phone and Internet Reimbursement Policy

Purpose

The purpose of this policy is to provide partial reimbursement of cell phone and internet bills to the employees who conduct company business by using their personal cell phones and/or Internet.

Scope and Eligibility

This policy outlines the use of personal cell phones and Internet by certain Company employees. Eligible employees include all employees who voluntarily use their cell phones and internet for business on a regular basis as part of their employment with the Company.

Allowance

Eligible employees will receive a monthly allowance of \$40.00 to partially compensate these employees for the business use of internet and mobile devices of their own choosing. This allowance is not intended to fund the cost of the device, nor pay for the entire monthly bill. The assumption is that employees also use their cell phones and internet for personal purposes.

Responsibilities of Employees Receiving Allowance

Any employee that is required to have a cell phone for business purposes and receives the monthly allowance must make sure that their phone is in working order.

Employees who receive the allowance under this policy will provide their phone number to their supervisor and will be available for calls.

Employee who qualify to receive the allowance under this policy are responsible for all charges on their personal wireless plan, including early termination fees. If the employee leave the position, you will continue to be responsible for the contractual obligations of your wireless plan.

It is strongly recommended that employees who qualify to receive the allowance under this policy have cell phone insurance. The Company is not responsible for damage to an employee's personal cell phone by virtue of this policy or otherwise. Some examples of damage include, but are not limited to:

- spilling liquid on or dropping a cell phone into the water;
- running over the mobile device with a vehicle;
- dropping the cell phone on the ground, etc.

Responsibilities of All Employees Using Cell Phones and Internet

Any employee who uses their personal cell phone for business purposes is personally responsible for complying with international, federal, state, and municipal laws regarding the use of personal mobile and other communication devices while driving. Under no circumstances will the Company be liable for non-compliance.

Cell phone and internet usage for illegal or dangerous activity, for purposes of harassment, or in ways that violate the Company policies may result in disciplinary action, up to and including termination.

5.8 Inspections

Eyenovia reserves the right to conduct searches to monitor compliance with Company policies and to ensure safety and security of employees and Company and individual property. **You should not have any general or specific expectation of privacy in the workplace of the Company, either on Company premises or while performing duties for the Company.** In general, you should assume that what you do while on duty or on Company property is not private.

Where the Company has a reasonable suspicion that you are under the influence of or impaired by alcohol or prohibited drugs, or are in possession or control of alcohol, prohibited drugs, or equipment, products and materials that are used, intended for use or designed for use with such substances, or have committed theft or engaged in unauthorized possession of property or weapons, the Company may search any Company property with or without you present. If consistent with legitimate business purposes, the Company may, to the extent permitted by applicable law, conduct a search of your personal property located on Company property, including but not limited to lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent

to the Company or to its clients. The Company may also request you to submit to a search by Company representatives of your person to the extent permissible under applicable law.

A request for a search is not an accusation of wrongdoing, and any searches conducted pursuant to this policy shall be conducted in a manner respecting your privacy and shall be as minimally intrusive as possible under the circumstances. The Company reserves the right to contact law enforcement officials where appropriate.

You are expected to cooperate in the conduct of any search or inspection. If you refuse to submit to a search or are found to be in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

5.9 Smoking

Smoking, including the use of e-cigarettes, is prohibited on Company premises and in all Company vehicles. No additional breaks beyond those allowed under the Company's break policy or pursuant to law may be taken for the purpose of using tobacco products. Violation of this policy is grounds for disciplinary action, up to and including termination of employment.

5.10 Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum and should only be made or received during non-working time.

For safety and security reasons, you are prohibited from having personal guests visit or accompany them anywhere in Eyenovia facilities other than the reception areas.

5.11 Solicitation and Distribution

To avoid distractions, solicitation by you of another employee is prohibited while either employee is on work time. "Work time" is defined as the time you are engaged, or should be engaged, in performing your work tasks for Eyenovia. Work time does not include break periods and mealtimes or other periods during the workday when you are duty-free and are properly not engaged in performing work tasks. Solicitation of any kind by you on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature associated with the sale of goods or services of any kind in working areas of the Company is prohibited at all times. "Working areas" are any areas of Company premises where you normally perform work or where work is in fact being performed.

You must immediately report any violations of this policy to your supervisor or the HR Manager. Notwithstanding the foregoing, nothing in this policy is intended to prevent you from asserting your rights under the National Labor Relations Act.

5.12 Confidential Company Information

The protection of confidential business information and trade secrets is vital to the interests and success of the Company. Confidential information includes confidential and proprietary information belonging to the Company (or third parties who may have furnished such information to the Company under obligations of confidentiality) that is not known to the general public and is the subject of reasonable efforts to maintain its secrecy (“Confidential Information”). Confidential Information includes, but is not limited to, the following categories of Company-related confidential or proprietary information and material, whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche or other media, and all copies, notes or other reproductions or replicas thereof:

- Client and supplier names, addresses, communications, files, bills and payment records;
- Sales and other business reports;
- Pending projects or proposals;
- Business plans and projections;
- Estimating programs and methodology;
- The techniques used in, approaches to, or results of any market research;
- Records related to any intellectual property developed by, owned by, controlled or maintained by the Company;
- Financial information about the Company, such as budgets and financial statements; and
- All information relating to the operation of the Company’s business which the Company may from time to time designate as confidential or proprietary or that you reasonably know should be, or has been, treated by the Company as confidential or proprietary.

Confidential Information does not include any information that at the time of disclosure is generally known to, or readily ascertainable by, the public or that becomes known to the public through no fault of your own.

As a Company employee with access to Confidential Information, you are prohibited from:

- Disclosing or permitting to be disclosed any Confidential Information to any person or entity, absent written consent and approval from the Company, except as required in the ordinary course of performing duties for the Company;

- Photocopying or duplicating, and/or permitting any person to photocopy or duplicate, any of the Confidential Information without the Company's written consent and approval; or
- Making any use of Confidential Information for your own benefit or the benefit of any person or entity other than the Company.

You must return all Confidential Information to Company immediately upon request for same or upon the termination of your employment.

Nothing in this policy alters the at-will nature of the employment relationship. Any employee who improperly uses or discloses Confidential Information will be subject to disciplinary action, up to and including possible termination of employment and legal action, even if you do not actually benefit from the disclosed information.

Nothing in this Handbook is intended to or will prohibit you from communicating with any governmental authority, or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or from filing, testifying or participating in a legal proceeding relating to such violations, including making disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority charged with the enforcement of any applicable laws. In addition, nothing in this Handbook is intended to or will limit your right to discuss the terms, wages, and working conditions of your employment, as protected by applicable law.

Pursuant to the Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If you file a lawsuit for retaliation by an employer for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you file any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

For more guidance on confidentiality, please refer to the Company's Code of Business Conduct and Ethics.

5.13 Conflict of Interest and Business Ethics

It is Eyenovia's policy that all you avoid any conflict between your personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that, potentially, or apparently conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. holding an interest in or accepting free or discounted goods from any person or entity that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do such business, or the terms upon which such business would be done with such organization;
2. holding any interest in an organization that directly competes with the Company, other than an equity interest of less than 5% of the shares of a publicly traded company (subject to applicable law);
3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which directly competes with the Company (subject to applicable law); and/or
4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of your immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company to Human Resources.

For more guidance on conflicts of interest, please refer to the Company's Code of Business Conduct and Ethics, which is attached in the Appendix to this Handbook.

5.14 Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using Company property, you must exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

You must immediately notify your supervisor if any Company equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to you or others. Supervisors can answer any questions about your responsibility for maintenance and care of equipment used on the job.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment, as well as failure to report issues with equipment, may result in discipline, up to and including discharge.

The Company is not responsible for any damage to your personal belongings in the workplace.

5.15 Health and Safety

The health and safety of you and others on Company property are of critical concern to Eyenovia. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon you to ensure that work areas are kept safe and free of hazardous conditions. You are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. You must familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to your supervisor as soon as possible, regardless of the severity of the injury or accident and will trigger the internal assessment process outlined below.

Injury, Accident or Illness Assessment Process

When a workplace event injury, accident, or illness occurs, a manager must assess the condition of the worker and determine if medical treatment is needed.

- If critical medical attention is needed, call 911.
- If the employee requires non-critical medical attention, a manager should accompany the injured employee to a medical facility, such as urgent care. For the list of preferred medical facilities, please contact Human Resources. The manager should notify the healthcare provider that the injury is work-related, provide the name of the company (Eyenovia), and provide the name of the Company's workers' compensation carrier (Liberty Mutual).
- If an employee only requires first aid and refuses to go to a medical facility, this can be provided on-site.

After the immediate health or safety concern has been addressed, the manager must notify Human Resources and submit an Injury and Illness Incident Report (OSHA Form 301). All health and safety events must be reported within 24 hours. The notification to Human Resources must include:

1. Date / time of the health or safety event.
2. Name of the person injured or ill.
3. Summary of circumstances surrounding the health or safety event to include (a) the activity the employee was performing at the time and (b) the location of where the event occurred.
4. Description of the injury or illness, including identification of the injury or illness area

5. If professional medical attention was provided, the name of the facility where treatment occurred.
6. If applicable, a brief description of first aid administered.

Human Resources will evaluate the report and may contact the manager for additional information. This information may be provided to appropriate third parties, as necessary under the circumstances. Additionally, Human Resources may contact the injured or ill employee for additional information and to discuss matters further related to the health or safety event.

5.16 Infectious Disease Control Policy

Purpose

During an infectious disease outbreak, such as the recent outbreak of COVID-19, as a pharmaceutical company and manufacturer of medical devices, which are being distributed and used in clinical trials and research and development projects, Eyenovia is responsible for continuing operations within a critical infrastructure industry (“Healthcare / Public Health”) identified by the United States Department of Homeland Security’s Cyber and Infrastructure Agency. The Infectious Disease Control Policy describes the measures Eyenovia will take to curb the spread of an infectious disease and protect its workforce subject to any requirements under applicable law. Any questions regarding this policy should be directed to HR and/or your manager.

Policy

Eyenovia will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of Eyenovia, during any such time to strive to operate effectively and ensure that all essential services are continuously provided and you are safe within the workplace and while servicing our customers.

Eyenovia is committed to providing reliable information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

Infectious Control Measures

- Eyenovia will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. In the event of an infectious disease outbreak, an internal Task Force will be designated to monitor and coordinate events around an infectious disease outbreak, as well as to create work rules that can be implemented to promote safety through infection control.
- We ask you to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy water for at least 20 seconds; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets.

- Based on Centers for Disease Control and Prevention (CDC) guidance, Eyenovia may require that you wear appropriate personal protective equipment (PPE) such as gowns, masks and gloves while in the workplace. In such instances, Eyenovia will supply the necessary PPE to you, subject to supply and availability, and/or communicate standards for acceptable PPE obtained individually. You must comply with all PPE requirements. If you refuse to comply with PPE requirements without a legitimate medical or religious reason, you will be subject to discipline, up to and including discharge.
- Eyenovia will comply with all applicable state and local orders relating to the ability of its operations to remain open, and its employees to report to work. Unless otherwise notified, our normal attendance and leave policies will remain in place. Individuals who believe they may face challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, you might want to arrange for alternative sources of childcare should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule. During these periods, temporary paid sick leave or other leave laws may be applicable.
- If you have underlying health conditions that make you particularly vulnerable to infectious disease, and you would like to request a reasonable accommodation for this reason, you should contact your HR Department and/or Manager.
- All non-Eyenovia employees working in the Company buildings, including but not limited to contingent workers, contractors, consultants, interns and external vendors, will be required to comply with the building rules to help prevent the spread of infection in the workplace.

Staying Home When Ill

Many times, with the best of intentions, you report to work even though you feel ill. We provide paid time off and other benefits (as set forth in the Employee Handbook and benefit plans), which are intended in part to compensate you when you are unable to work due to illness.

- **During an infectious disease outbreak**, it is critical you do not report to work while you are ill and/or experiencing the following symptoms: fever, tiredness, cough, nasal congestion, runny nose, sore throat, body aches and pains, chills, headache, shortness of breath, diarrhea, or any other symptoms characteristic of the disease causing the outbreak. Eyenovia will consistently monitor federal, state, and local guidance, as well as the CDC guidelines, during the outbreak, and specific instructions and directives will be issued and regularly updated.
- Currently, the CDC recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after you are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

Requests for Medical Information and/or Documentation

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, if you are absent for three or more consecutive workdays, we would request medical information to confirm your need to be absent and to know when it is appropriate for you to return to work. Additionally, during an infectious disease outbreak, we may ask for medical information to show whether and how an absence relates to the disease. Federal, state and local guidance may specifically address the ability of Eyenovia to obtain such documentation during an outbreak, and Eyenovia will comply with such guidance. As always, we expect and appreciate your cooperation if medical information is sought.

Confidentiality of Medical Information

Our policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any medical information will be kept confidential, in accordance with the applicable law.

Social Distancing Guidelines for Workplace Infectious Disease Outbreaks

In the event of an infectious disease outbreak, Eyenovia may implement these social distancing guidelines in our offices to minimize the spread of the disease among the staff:

- Avoiding meeting people face-to-face. You are encouraged to use the telephone, online conferencing, e-mail, or instant messaging to conduct business as much as possible, even when participants are in the same building.
- Minimizing the meeting time if a face-to-face meeting is unavoidable. Choose a large meeting room, and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.
- Avoiding any unnecessary travel and cancel or postpone non-essential meetings, gatherings, workshops, and training sessions. Do not congregate in conference rooms, copier rooms or other areas where people socialize.
- At the end of each day, each employee would be responsible for wiping down the desk/work area that they used with a solution of 70% IPA/water or commercially available disinfectant supplied by the company.
- Observing social distancing guidelines while on lunch or break. You would be permitted to eat your lunch in the company break room if they desire, while maintaining social distance. Employees who would choose to eat outside the office will be recommended to avoid crowded restaurants.
- It is recommended you place orders via phone and e-mail in order to minimize person-to-person contact, and have the orders, materials, and information ready for fast pick-up or delivery at the lobby entrance.

- Other measures may also be taken, in accordance with federal, state, and local guidance, and Eyenovia’s commitment to the safety of its employees.

Limiting Travel

All non-essential travel should be avoided **during an infectious disease outbreak**. Employees who travel as an essential part of their job will be asked to consult with management on appropriate actions. Business-related travel outside the United States would not be authorized during an infectious disease outbreak except on a very limited basis and with prior approval of Executive Management.

Outside activities

In the event of an infectious disease outbreak, you are discouraged from:

- Using public transportation. Instead, you should walk, cycle, or drive a car when possible. If public transit must be used, you should consider going early or late to avoid rush-hour crowding.
- Attending recreational or other non-essential classes, meetings, activities, parties, etc., where you might encounter contagious people, in accordance with federal, state, and local guidance.

5.17 Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential or apparent conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Eyenovia may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

5.18 Employee Dress and Personal Appearance

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position and in compliance with the Company’s policies, including its Equal Opportunity

and Anti-Harassment Policies. You may be required to wear uniforms or safety equipment/clothing. You should contact your supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

5.19 Publicity/Statements to the Media

All media inquiries regarding the Company must be referred to the CEO, CFO or COO. Only these individuals are authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the CEO, are authorized to make statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from CEO.

5.20 Operation of Vehicles

All employees driving personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record and personal vehicles must be insured in accordance with applicable law. Any change in license status or driving record must be reported to management immediately.

You must have a valid driver's license in your possession while operating a vehicle off or on Company property. It is your responsibility to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

5.21 Travel and Expense Reimbursement for Non-Field Based Employees

This Travel and Expense ("T&E") Reimbursement Policy applies to corporate employees who travel on business or seek reimbursement from the Company for business expenses and may include those contracted by Eyenovia in a consulting or temporary capacity. Specifically, the teams and roles in-scope for this policy are non-field-based teams.

While some travel is appropriate and required, you are responsible for evaluating every trip to ensure the expense is justified and that appropriate alternatives to travel (such as video and teleconferencing) have been considered. You are expected to exercise common sense and sound business judgment in incurring expenses on behalf of the Company. You must also ensure that expenditures are directly connected to or pertain to the transaction of Company business, are properly documented, and are supported by original receipts.

In general, you will be reimbursed for reasonable business expenses (as defined throughout this Policy) incurred in the performance of your job duties. In order to be eligible for reimbursement, you must:

- Provide invoices and/or receipts for claimed expenses; and
- Submit timely and accurate expense reports with detailed description of each expense and required documentation.

Eyenovia reserves the right to refuse reimbursement of inappropriate or excessive expenses incurred in violation of this Policy and/or any other Eyenovia policies and its related procedures or to seek reimbursement from you for inappropriate claims.

Manager/Travel Approver Responsibilities

Managers and designated Travel Approvers are responsible for:

- Ensuring you have read and understand this Policy;
- Verifying compliance prior to authorizing expenditures or approving an expense report;
- Timely approval of submitted expense reports;
- Reviewing departmental T&E expenditures for reasonableness and alignment with business objectives; and
- Addressing policy violations with employees by taking appropriate disciplinary action, seeking reimbursement as necessary and working with Human Resources when required.

Any exceptions to this Policy must receive advance written approval from a Department Head with notification to Human Resources, Corporate Controller, and Staff Accountant.

Non-Reimbursable Expenses

In addition to other prohibited expenses as identified in this Policy, the following expenses are not reimbursable:

- Expenditures for illegal activities;
- Gifts to you and/or your family members;
- Travel costs from home to primary business location (except where required by contract or local statute, or where otherwise permitted by this Policy);
- Personal credit card/ATM fees;
- Ancillary hotel charges lacking business purpose (e.g., in-room movies);
- Laundry and dry cleaning on trips less than five consecutive days;
- Non-technical newspapers and magazines or personal reading material;
- Personal expenses, side-trips, entertainment and trip/travel insurance;
- Class of airfare, accommodation and ground transportation upgrades;
- Airline and other club memberships;
- Home maintenance, pet boarding and babysitting expenses;
- Gym memberships;
- Personal gas and mileage expenses;
- Late fees, annual fees and/or membership fees for credit cards;
- Personal legal charges and fines/penalties for violation of traffic laws; and
- Loss, theft, or damage to personal property (e.g., luggage, auto, clothing) and associated expenses.
- Any other expense that, at its discretion, Eyenovia may deem inappropriate, excessive, or without business purpose.

Consequences of Violations

Failure to comply with this Policy and related policies and procedures may result in delay or refusal of reimbursement, and/or disciplinary action, up to and including, termination of employment.

This includes failing to repay the Company in a timely manner for any expenses found to be inappropriate or excessive during monitoring, auditing and investigations. Managers/Travel Approvers will be held accountable for approval or authorization of non-compliant or excessive expenses.

Scheduling Trips

You are required to plan trips carefully in advance to minimize costly reservation changes and avoid more expensive high season travel. Arrange for necessary travel paperwork (i.e., passports, visas) and file for travel document renewals in a timely fashion to avoid additional costs for expedited delivery. Fees for expedited travel documents will not be reimbursed if such expenses could reasonably have been avoided by adequate planning, as determined by your manager.

You should request and record the change confirmation or cancellation number in case of billing disputes. Change fees, no-show charges and cancellation fees will not be reimbursed unless the change or cancellation was for the benefit of the Company and the fee could not reasonably have been avoided. Where appropriate, managers may approve reimbursement of fees incurred for changes necessitated by unforeseen personal circumstances, such as illness or a death in the family.

Personal/vacation travel may be combined with business travel provided there is no additional cost to the Company. Except for lodging, which may be shared provided there is no additional cost to the Company, all other expenses associated with the accompanying traveler are personal expenses, which cannot be expensed.

Travel Risk

When scheduling travel and while traveling, you should be mindful of any risks associated with travel, especially international travel. When travelling abroad for business, you are required to check the U.S. Department of State travel advisory for your destination to determine whether it is high risk. You should abide by the US Department of State travel advisory guidelines for high risk destinations.

When travelling to high risk destinations the following precautions should be exercised by you:

- Identify and communicate visitation plans with the business partner or vendor and your manager or supervisor back home. Notify both contacts when you are crossing the border and when you have arrived on site. If your manager or supervisor is not available to be your primary company contact at home, identify a co-worker who would assume the role.
- It is extremely important to notify your primary company contact of your arrival on site, so you are aware that you have arrived and do not worry.
- Keep your family and friends back home informed of your travel plans.
- Use dispatched regulated transportation services (Uber, regulated taxi stands).

- If taking a taxi alone, take a photo of the taxi number and/or license plate and text/email it to your primary company contact.
- Avoid driving alone or at night.
- Exercise increased caution when visiting local businesses.
- Prepare a contingency plan for emergency situations.

Specific Guidance for Travel within/to Tijuana, Mexico

Many employees travel to Tijuana, Mexico for business. Below are tips and helpful contact information when traveling to Tijuana:

- Have a trusted companion when traveling inside Tijuana. Do not walk around by yourself.
- When visiting Tijuana, do not stay overnight. Stay within the United States – in California – and travel to vendors/business partners in Tijuana each day.
- For a more comprehensive list of travel advisory guidelines when travelling to Mexico visit:
<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/mexico-travel-advisory.html>
- If you need further assistance, please contact the U.S. Embassy in Mexico, using one of the contact methods below:

U.S. Embassy Mexico City

Address

Paseo de la Reforma 305

Colonia Cuauhtemoc

06500 Ciudad de Mexico

Mexico

Telephone: +52-55-5080-2000

Emergency U.S. Citizen Services:

1-800-681-9374 (From Mexico)

1-844-528-6611 (From the United States)

Fax: +52-55-5080-2005

Email: ACSMexicoCity@state.gov

Website: <https://mx.usembassy.gov/visas/u-s-embassy-mexico-city>

Travel Memberships

Memberships in airline frequent flyer, hotel frequent guest and other travel incentive programs are considered personal. You may retain your travel incentive program benefits. However, participation in these programs must not influence travel selection or result in additional cost to the Company. Joining or membership fees for these programs and travel incentive points from these programs used to pay for business travel will not be reimbursed.

Air Travel

Travelers are required to accept the lowest logical airfare available and utilize credits from unused tickets where available. To maximize savings, flights should be booked 14-21 days in advance. Flights booked less than 7 days in advance should be approved by your Manager prior to booking in order to justify the increased business expense and may require additional justification and/or authorization.

You are required to fly on behalf of the company to meetings as well as for general business travel; therefore, TSA pre-check is an approved expense if you do not currently hold that status.

Eyenovia has Corporate Air Travel Programs in place with American, United, Delta and Southwest airlines. Ensure you have set up the Eyenovia corporate numbers in your account(s) prior to booking your business travel.

Eyenovia defines the following criteria for determining the lowest logical airfare:

- When a flight with a connection is less expensive than a direct flight, the direct flight may be booked when the difference in fare is less than \$200 USD, or the connection increases the total travel time by more than two hours.
- Lower fares available at alternative airport locations should be considered where practical.

Allowable class of service is based on the following:

- Economy class must be booked for flights less than 3 hours.
- Premium Economy may be booked for flights longer than 3 hours.
- Business class is permissible when the trip includes an individual flight segment (i.e., one nonstop flight) with a scheduled flight time greater than 7 hours.
- First class travel is prohibited.
- Any air travel arrangements that do not meet the policy requirements will require approval from a Vice President level or higher.

You may upgrade your class of travel as a non-reimbursable personal expense. You are responsible for the difference between the lowest logical airfare in the allowable class of service and the cost of the upgraded ticket. Personal upgrades may not be expensed.

Any exceptions must be preapproved by the Department Head.

Trips should be planned carefully to minimize baggage fees. You should review airline baggage policies in advance. When possible, fees should be pre-paid during online check-in. You will be reimbursed for excess/overweight baggage charges only if the baggage consists exclusively of Company property that is necessary for business. In these cases, you should assess non-airline shipping costs in advance due to the significant expense for excess/overweight baggage.

If airline delay results in an overnight stay, the traveler must first attempt to secure complimentary lodging from the airline. If the airline will not absorb the cost due to a forced layover, the expense is reimbursable.

Hotel Reservations

You will be reimbursed for single-room accommodations. Suites and other higher-priced accommodations (such as deluxe views) are acceptable only when approved in advance as essential to the direct conduct of business or when a viable alternative is not available. It is essential to plan appropriately in advance to avoid the circumstance where poor planning results in higher cost.

Luxury properties and resort facilities are not acceptable for lodging and business functions.

Tips and Other Ancillary Expenses

Cash tips for bell, concierge, housekeeping and other ancillary services must be kept to a minimum and should not exceed local customary amounts and noted on a receipt.

In support of the Company's wellness initiatives, when traveling, daily health club expenses up to \$20 USD equivalent per day are reimbursable where health or exercise facilities are not provided by the hotel or included in the room rate.

Do not use hotel services to place calls. Hotel telephone charges for long-distance calls will not be reimbursed unless such charges were unavoidable.

When traveling, Eyenovia will reimburse nominal internet access fees for employees who need to access the internet outside of an Eyenovia facility. Such access must be reasonable and necessary for business.

Ground Transportation

Taxis and car services (i.e., Uber and Lyft) are an acceptable mode of transportation, but consideration should be given to the use of less costly options such as airport and hotel shuttles. Tips for taxi, shuttle or car service must be included on the receipt and should not exceed local customary amounts.

Rental cars are generally the most expensive mode of local transportation and should be used only when other suitable means are not practical or available. Where several people are traveling together, sharing a rental car may be more cost effective than other forms of ground transportation. Consideration should be given to available options in advance.

In all cases, you are expected to use sound judgment in choosing the most appropriate method of ground transportation, including consideration of one's personal safety and schedule constraints. You and others traveling together at the Company's expense are expected to share cars/cabs and combine trips to avoid unnecessary cost. Plan ahead and combine trips to the airport and other common destinations.

Rail Travel

Rail travel is permitted when the cost does not exceed that of acceptable airfare or ground transportation options to the same destination.

Rental Car Reservations

The car should be rented under your name with “working on behalf of Eyenovia” added to the contract. Reject an additional insurance coverage offered by the rental company. When picking up a rental car, check for any promotional rates, last-minute specials, or free upgrades. At the time of rental, inspect the car for any damage and note any damage found on the contract before accepting the vehicle. Do not select or pay for the fuel service option when renting a car as this is not an approved expense.

The approved rental car category is mid-size/intermediate. A class of service one-level higher may be booked when:

- Transporting customers or three or more employees;
- Cars in the authorized category are not available;
- The traveler can be upgraded at no extra cost

Every reasonable effort must be made to return the rental car:

- To the original rental location, unless approved for a one-way rental;
- Intact (i.e., no dents, scratches, or mechanical failures);
- Fueled to minimize rental charges; and
- On time, to avoid additional hourly charges.

Refuel your rental car gas tank prior to returning it. The fuel service option is not an approved expense.

Accidents should be reported immediately to your Manager, HR and Finance; you should never authorize any accident repairs.

Meal Expenses

Out-of-Town Travel Involving an Overnight Stay (for Routine, Employee Only Travel)

Meal expenses incurred by you as defined within this Policy while on legitimate Eyenovia business travel on an out-of-town trip involving at least one overnight stay are to be reasonable and in line with ordinary and necessary living costs relative to the area visited and shall be in accordance with the limits outlined within this Policy. Travelers will be reimbursed for such meal expenses according to actual and reasonable cost where applicable and pre-approved by Eyenovia management, provided that sufficient documentation is submitted, and the expense is approved by the respective manager.

In some cities where costs of living are high, you should exercise judgment and choose restaurants and options that are moderate by local standards. Personal meal expenses in excess of these limits will require explanation on expense reports. If you are attending events where meals are provided, you should reduce daily meal expenditures accordingly.

For travel meals where more than one employee is in attendance, the most senior employee must pay the bill and report the expense along with names/number of employees in attendance and itemized receipt.

The applicable meal expense guidelines are as follows (amounts are per person and inclusive of tax and tip):

| Breakfast | Lunch | Dinner | Maximum Daily Amount |
|------------------|--------------|---------------|-----------------------------|
| \$25 | \$50 | \$75 | \$150 |

While Eyenovia provides the above suggestions for Breakfast, Lunch, and Dinner meals, under no circumstances shall any meal instance exceed \$150 per person and/or per day, unless otherwise approved in advance and in writing by HR or the CEO. You should strive to keep company costs within reason and not spend to the upper limit shown here.

Business Meal Expenses (Not Related to Employee Overnight Travel)

Business meals covered under this section include those that involve a specific business discussion and are taken with current or potential customers (not Health Care Professionals or Government employees), vendors or employees (such as team/departmental meetings, etc.) where not in conjunction with employee travel. Such business meals should be an exception and are not meant for routine matters or when work can be completed during normal working hours. Reimbursement for business meal expenses is based on actual and reasonable cost.

Business meals taken with other employees will be reimbursed when:

- A customer or other business affiliate is present;
- At least one employee is from out of town;
- Business must be conducted offsite for confidentiality reasons;
- A meal extends a working day due to critical business needs; or
- Authorized by an employee’s manager for testimonial, reward, recognition, or other appropriate business purposes.

For business meals where more than one employee is in attendance, the most senior employee must pay the bill and report the expense along with names/number of employees in attendance and itemized receipt.

Business Entertainment

Entertainment is discouraged and unlawful in some circumstances. Examples of entertainment include events such as nightclubs, theater, and sporting events. Reimbursement for allowable entertainment will be made under the following circumstances where the person being entertained has a potential or actual business relationship with the Company;

- The entertainment directly precedes, includes, or follows a legitimate business discussion that benefits the Company;

- The provision of entertainment is lawful and permitted if the recipient is a customer or government employee; and
- The entertainment has prior approval from an employee's manager. If unusually costly entertainment is being considered, prior approval of a Corporate Officer must be obtained.

Entertainment of employees is strictly prohibited unless part of an official, Company sponsored program that has been approved by management and Human Resources.

Meals or entertainment with friends, relatives or business acquaintances solely to keep in touch or to repay previous meals or entertainment for personal or non-business reasons will not be reimbursed.

Entertainment involving Health Care Professionals (HCPs) and/or Government employees is strictly prohibited.

Tips for Meals and Entertainment

Tips included on meal and entertainment receipts will be reimbursed and should be within the local customary standards. For group travel or conferences, gratuities for planned meals and other hotel support should be included in the meeting sponsor's bill and are not reimbursable to individuals.

Documentation

The following information is required prior to reimbursement for all business meals and entertainment:

- Itemized receipts for amounts of \$25 or more (credit card statements are not an approved form of documentation);
- Receipts are required for all transactions over \$10 for which the employee seeks reimbursement;
- The name and location of the restaurant or event location;
- A complete listing of attendees (including name, title and company);
- The nature and purpose of the event; and
- Any other substantiation required by local tax authorities or other regulations (e.g., state laws).
- In the event that a receipt may not be available for cash tips in amounts under \$25, this should be noted in the memo description on your expense report and/or noted on the related receipt for hotel, parking, etc. as an add on.

All other receipts must include the name of the vendor, location, date, and the itemized amount (for expenses \$25 and over) and purpose/description of the expense. Credit card summary slips/statements are not an acceptable receipt for business expenses; all receipts must include full details of items purchased. A count and listing of meal attendees must also be submitted for meal expenses in the memo line of the expense report. Absence or alteration of this information may cause the expense to become non-reimbursable. This may also result in disciplinary action.

Expense supporting documentation requirements are as follows:

- Credit Card: All such expenses over \$25 require an itemized receipt to be attached with the expense submission.
- Cash: All such expenses over \$25 require an itemized receipt to be attached with the expense submission.
- Detailed itemized receipts are required for all transactions over \$25.
- Detail in line memo of expense report of all attendees and the business purpose of the expense.
- In the rare event that it is not possible to obtain a receipt, typically only for cash tips, please provide a detailed written explanation of the transaction, preferably also noting the cash tip on the documentation on the documentation provided that it relates to such as in hotel bill, valet ticket etc.

Please note that additional requirements apply to business expenses incurred in connection with interactions with Government employees. Refer to Eyenovia's Healthcare Compliance Policy Manual for a detailed description of the requirements and restrictions concerning entertainment, gifts, and the provision of travel, transportation, lodging, meals, and other expenses for Government employees. Contact the Legal & Compliance Departments regarding any questions concerning interactions with Government employees.

Lost or Unavailable Receipts

When a required receipt is not available, a statement of explanation, together with any evidence available to support the expenditure, must be included with the expense report. Actual bills/receipts must be submitted whenever possible. We strongly advise to provide documentation for all expenses and failure to do so will at the very least result in delayed reimbursement of the entire report, if not rejection of the reimbursement request.

The occurrence of lost or unavailable receipts should be an exception. Managers/Travel approvers are responsible for addressing frequent and/or excessive occurrences by their employees/direct reports, as well as addressing policy violations. Refer to the Manager/Travel Approver Responsibilities section for further information.

Deadlines

You must submit expense reports at least monthly and, at quarter end, receipts must be submitted within 5 business days of subsequent period. This allows for timely reimbursement to you as well as accurate recordkeeping.

Approval/Authorization Process

Expense report approval is an important control function and should be completed within five days of report submission. Approvers are responsible for reviewing all expenses for compliance with this Policy.

All expense reports must be approved in accordance with the documented expense approval authorization. No employee is authorized to approve their own, their manager's or another team member's expense report.

5.22 General Business Expense Reimbursement

You will be reimbursed for reasonable, approved expenses incurred in the course of business. To be eligible for reimbursement, such expenses must be approved by your supervisor, and may include reasonable air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles when used for Company-related travel. All expenses incurred should be submitted to your Supervisor through Expensify along with the receipts in a timely manner.

You are expected to exercise restraint and good judgment when incurring expenses. You should contact your Supervisor in advance if they have any questions about whether an expense will be reimbursed.

Vehicle Reimbursements

Sales Personnel will be paid a car allowance of \$800.00 per month. This is a gross number and taxes and withholdings will be withheld in accordance with applicable law. The Company will also reimburse for approved, business-related gasoline expenses, provided such expenses are properly documented and submitted in accordance with this Section. Reimbursement will not be available for gasoline purchased at the beginning of a work week when gasoline was also purchased at the end of the prior work week, unless authorized by the department head.

Sales personnel will be responsible for all other related automobile expenses such as auto insurance, maintenance, repairs, etc.

Cell Phone and Internet Reimbursement

Sales Personnel will be paid \$75 per month for cell phone and internet charges (subject to applicable withholdings) consistent with the Cell Phone and Internet Reimbursement policy in this Handbook.

5.23 Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication devices ("PCD") (*e.g.* cell phone or personal digital assistant) use while driving. Further, even if use is permitted by law, you are expected to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an email or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, you should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. Employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

5.24 References

Eyenovia will respond to reference requests through the Human Resources Department. The Company will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department.

Only the Human Resources Department may provide references.

5.25 Remote Work (Work from Home) Policy

Policy Scope and Purpose

In general, we believe that a collaborative in-person work environment is essential for fostering innovation, communication, and team synergy. Therefore, work from home arrangements are not available to the majority of our employees. On rare occasions that the Company has a need for an individual to work remotely, our work from home arrangements will be applied strictly on a case-by-case basis and this Remote Work Policy will apply to such individuals.

The Remote Work Policy outlines the guidelines for employees who work from a location other than our offices, whether on a fully remote basis or hybrid basis. Remote work is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the Company that may be made available to some employees in the Company's sole discretion. Eyenovia has the right to refuse to make remote work available to any employee and to terminate a remote work arrangement at any time to the extent permissible under applicable law. This policy covers fully remote work and remote work on certain days of a week on a recurring basis.

Any agreements for working from home or hybrid (in office/working from home) should be discussed and agreed prior to accepting employment or acceptance of a new position within the organization.

The Company will consider reasonable accommodations to this Policy as required by law.

Eligibility

Employees who want to work remotely must submit a request to their direct manager. Employees will be granted or denied the permission to work remotely based on the Company's evaluation of its business needs, the suitability of the employee's job for remote work, and the likelihood that the employee will be a successful teleworker. Each department will make its own decision based on the business unit's needs.

Compensation and Work Hours

Unless otherwise agreed by you and the Company, your compensation, benefits, work status, and work responsibilities will not change due to working remotely. Likewise, the amount of time you is expected to work per day or per pay period will not change.

Equipment

Remote employees will be provided equipment that is essential to their job duties, like laptops, headsets, accessories, etc., and, to the extent required by applicable law, will be reimbursed for necessary Internet and telephone costs in accordance with the Cell Phone and Internet Reimbursement policy in this Handbook. Equipment that the Company provides is Company property. You must keep it safe and avoid any misuse. Specifically, you must:

- Keep your equipment password protected.
- Store equipment in a safe and clean space when not in use.
- Refrain from downloading suspicious, unauthorized or illegal software.

Workspace

You should designate a workspace within the remote work location for placement and installation of equipment to be used while teleworking. You shall maintain this workspace in a safe condition, free from hazards and other dangers to you and Company equipment. Any Company materials taken home should be kept in the designated work area at home and not be made accessible to others.

Workers' Compensation and Liability

Subject to applicable law and the terms of the applicable workers' compensation plan, during work hours and while performing work functions in the designated work area at home, teleworkers are covered by workers' compensation.

The Company assumes no liability for injuries occurring in your remote workspace outside of working time. Further, the Company is not liable for loss, destruction, or injury that may occur in or to your home. This includes family members, visitors, or others that may become injured within or around your home.

Income Tax

It will be your responsibility to determine any income tax implications of maintaining a home office area. The Company will not provide tax guidance, nor will the Company assume any additional tax liabilities. You are encouraged to consult with a qualified tax professional to discuss income tax implications.

Communication

You must be available by phone and email during business hours. All client interactions will be conducted on a client or Company site and may not be conducted at your home or other remote workspace. Teleworkers must still be available for staff meetings, and other meetings deemed necessary by management.

Performance

To ensure your performance won't suffer in remote work arrangements, we advise our remote employees to:

- Choose a quiet and distraction-free working space.
- Have an internet connection that is adequate for your job.
- Dedicate your full attention to your job duties during working hours.
- Adhere to break and attendance schedules agreed upon with your managers.
- Ensure your schedules overlap with those of your team members for as long as is necessary to complete your job duties effectively.

Compliance with Policies

Our remote employees must follow all Company's policies like their office-based colleagues.

5.26 Inclement Weather Policy

While we generally enjoy excellent weather, there are occasions when there can be the potential for flooding, tornados, snowstorms, and other severe weather.

All office-based and manufacturing employees are expected to report to work unless the workplace is closed, major freeways and access roads are closed, or a state of emergency has been declared due to the extreme weather. Decisions on delayed opening or office closures for facilities with an assigned General Manager will be made by the General Manager. Oftentimes, you may be able to safely arrive at work later in the day. Under these circumstances, you should call the facilities' General Manager (as applicable) to confirm a delayed opening and your immediate supervisor to advise them of the poor weather conditions in your area and your expected time of arrival. Depending upon the circumstances, your supervisor may tell you simply to work from home or take a PTO day that day.

If you believe that bad weather conditions are occurring in our area, you should try to contact the General Manager (as applicable), your supervisor or call the office to determine if it is to be closed. Typically, if the school system is closed, our offices may also be closed. If the schools are open, you should assume that the offices are open as normal.

On occasion, bad weather occurs during the day after you have arrived at work. Depending upon the circumstances, you may be directed to a place of safety within the building or you may be told to leave. As an example, if there is a tornado warning, you should proceed to the safest location, as marked in the office emergency plan. On the other hand, if an ice storm is threatening, the office may be closed early to allow you additional time to get home before the storm arrives. If the office is opened late or closed early because of hazardous weather, the following will be applied for paying wages to hourly non-exempt employees:

- If the office is closed during the day to permit employees to leave early, employees will be paid for actual hours worked (and as otherwise required by law).

- If there is a delay in opening the office, employees reporting before 10:00 a.m. will be paid for a minimum of eight hours, regardless of the hours actually worked (though if an employee works more than 8 hours, they will be paid for all hours worked consistent with applicable law).
- If the opening of the office is delayed, employees reporting after 10:00 a.m. will be paid for actual hours worked.
- If the office is closed, the employees will not be paid for the day. With supervisor approval, the individual may take the day as a PTO day.
- It may be necessary to work longer hours later in the week due to a closing. Overtime pay will be paid for those employees who work sufficient hours to be eligible for overtime pay.

If the office is opened late or closed early because of hazardous weather, the following will be applied to exempt employees:

- If the office is closed during the day to permit employees to leave early, employees are expected to work from home for the remainder of the day.
- If there is a delay in opening the office, and travel conditions are safe, employees should arrive at the office before 10:00am.
- If an employee is unable to make it to the office by 10:00am, the employee must contact their immediate supervisor to authorize work from home or PTO and notify the General Manager of their absence.
- If the General Manager determines the office is closed and the employee does not directly report to the General Manager, the employee must contact their immediate supervisor to authorize work from home or PTO.
- The Company may require that the employee work additional hours to cover critical activities affected by delayed opening or office closures.

The Company will not be responsible for any personal injuries or property damage if you attempt to arrive at work. You should use your best judgment in deciding whether it is reasonable for you to attempt to get to work.

5.27 Relocation

The Company may offer relocation reimbursement to eligible employees under certain circumstances. Please ask HR for a copy of the Company's Relocation Reimbursement Policy for additional information.

5.28 If You Must Leave Us

Should you decide to leave the Company, we ask that you provide your Supervisor with at least two (2) weeks' advance notice of departure. Thoughtfulness will be appreciated. All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, etc., must be returned at separation in the same condition as provided to you, reasonable wear and tear excepted. You also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, you will be required to repay the Company (through payroll

deduction, if lawful) for any lost or damaged Company property. As noted previously, all you are employed at-will and nothing in this Handbook changes that status.

5.29 A Few Closing Words

This Handbook is intended to give you a broad summary of things you should know about Eyenovia. The information in this Handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this Handbook, Eyenovia, in its sole discretion, may always amend, add to, delete from or modify the provisions of this Handbook and/or change its interpretation of any provision set forth in this Handbook. Further, to the extent there is a conflict between applicable governing law and the provisions of this Handbook, the governing law will prevail. You should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

CODE OF BUSINESS CONDUCT AND ETHICS OF EYENOVIA, INC.

I. INTRODUCTION

The Board of Directors (the “*Board*”) of Eyenovia, Inc. (the “*Company*”) has adopted this code of business conduct and ethics (this “*Code*”), as amended from time to time by the Board, and which is applicable to all of the directors, officers, employees and consultants (each a “*person*” as used herein) of the Company to:

- A. promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- B. promote the full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with, or submits to, the U.S. Securities and Exchange Commission (the “*SEC*”), as well as in other public communications made by or on behalf of the Company;
- C. promote compliance with applicable governmental laws, rules and regulations;
- D. promote fair dealing practices;
- E. promote protection of Company assets, including corporate opportunities and confidential information;
- F. deter wrongdoing; and
- G. require prompt internal reporting of breaches of, and accountability for adherence to, this Code.

All directors, officers, employees, and consultants are required to be familiar with the Code, comply with its provisions and report any suspected violations as described below in Section 10, Reporting and Enforcement.

II. HONEST, ETHICAL AND FAIR

Each person must act with integrity and observe the highest ethical standards of business conduct in their dealings with the Company’s customers, suppliers, partners, service providers, competitors, employees and anyone else with whom they have contact in the course of performing their job.

Each person must:

- A. act with integrity, including being honest and candid while still maintaining the confidentiality of the Company’s information where required or when in the Company’s interests;
- B. observe all applicable governmental laws, rules and regulations;

- C. comply with the requirements of applicable accounting and auditing standards, as well as Company policies, in order to maintain a high standard of accuracy and completeness in the Company's financial records and other business-related information and data;
- D. adhere to a high standard of business ethics and not seek competitive advantage through unlawful or unethical business practices;
- E. deal fairly with the Company's customers, suppliers, competitors and employees;
- F. refrain from taking advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice; and
- G. protect the assets of the Company and ensure their proper use.

III. CONFLICTS OF INTEREST

- A. A conflict of interest occurs when a person's private interest (or the interest of a member of their family) interferes, or even appears to interfere, with the interests of the Company as a whole. A conflict of interest also can arise when a person (or a member of their family) takes actions or has interests that may make it difficult to perform their work for the Company objectively and effectively. Conflicts of interest also arise when a person (or a member of their family) receives improper personal benefits as a result of their position in the Company.
- B. Loans by the Company to, or guarantees by the Company of obligations of, employees or their family members are of special concern and could constitute improper personal benefits to the recipients of such loans or guarantees, depending on the facts and circumstances. Loans by the Company to, or guarantees by the Company of obligations of, any person or their family member(s) are expressly prohibited.
- C. Each person (or any member of their family) must disclose to the Company in writing for its consideration, any significant ownership interest in any supplier or customer; any consulting or employment relationship with any supplier or customer; the receipt of any money, non-nominal gifts or excessive entertainment from any entity with which the Company has current or prospective business dealings; selling anything to the Company or buying anything from the Company, except on the same terms and conditions as comparable officers or directors are permitted to so purchase or sell; and any other financial transaction, arrangement or relationship (including any indebtedness or guarantee of indebtedness) involving the Company; and any other circumstance, event, relationship or situation in which the personal interest of a person subject to this Code interferes — or even appears to interfere — with the interests of the Company as a whole.

- D. Whether or not a conflict of interest exists or will exist can be unclear. Conflicts of interest should be avoided unless specifically authorized as described in Section III(E) below.
- E. Persons other than directors and officers who have questions about a potential conflict of interest or who become aware of an actual or potential conflict should discuss the matter with, and seek a determination and prior authorization or approval from, their supervisor. A supervisor may not authorize or approve conflict of interest matters or make determinations as to whether a problematic conflict of interest exists without first providing the Chief Financial Officer with a written description of the activity and seeking the Chief Financial Officer's written approval. If the supervisor is involved in the potential or actual conflict, the matter should instead be discussed directly with the Chief Financial Officer.
- F. Directors and executive officers must seek determinations and prior authorizations or approvals of potential conflicts of interest exclusively from the Audit Committee.

IV. CORPORATE OPPORTUNITIES

All directors, officers and employees owe a duty to the Company to advance its interests when the opportunity arises. Directors, officers and employees are prohibited from taking for themselves personally (or for the benefit of friends or family members) opportunities that are discovered through the use of Company assets, property, information or position. Directors, officers and employees may not use Company assets, property, information or position for personal gain (including gain of friends or family members).

V. CONFIDENTIALITY

- A. Directors, officers, employees and consultants should maintain the confidentiality of information entrusted to them by the Company and/or by its customers, suppliers or partners, except when disclosure is expressly authorized or is required or permitted by law. Confidential information includes all non-public information (regardless of its source) that might be of use to the Company's competitors or harmful to the Company or its customers, suppliers or partners if disclosed.
- B. Notwithstanding the foregoing, nothing herein shall prohibit a director, officer, employee or consultant of the Company from reporting possible violations of federal law or regulation to any governmental agency or entity or making other disclosures that are protected pursuant to federal law or regulation. Prior authorization from the Company is not required in order to make any such reports or disclosures and the reporting individual is not required to notify the Company that such reports or disclosures have been made.
- C. In addition, pursuant to the Defend Trade Secrets Act (18 USC §1833(b)), employees shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an

attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

VI. DISCLOSURE

The Company strives to ensure that the contents of and the disclosures in the reports and documents that the Company files with the SEC and other public communications shall be full, fair, accurate, timely and understandable in accordance with applicable disclosure standards, including standards of materiality, where appropriate. Each person must:

- A. not knowingly misrepresent, or cause others to misrepresent, facts about the Company to others, whether within or outside the Company, including to the Company's independent registered public accountants, governmental regulators, self-regulating organizations and other governmental officials, as appropriate;
- B. not omit information required to make statements made not misleading; and
- C. in relation to their area of responsibility, properly review and critically analyze proposed disclosure for accuracy and completeness.

In addition to the foregoing, the Chief Executive Officer and Chief Financial Officer of the Company and each subsidiary of the Company (or persons performing similar functions), and each other person that typically is involved in the financial reporting of the Company must be familiar with the disclosure requirements applicable to the Company, as well as the business and financial operations of the Company, and take all necessary steps to ensure that all filings with the SEC and all other public communications about the financial and business condition of the Company provide full, fair, accurate, timely and understandable disclosure.

Each person must promptly bring to the attention of the Chairman of the Board any information they may have concerning (a) significant deficiencies in the design or operation of internal and/or disclosure controls that could adversely affect the Company's ability to record, process, summarize and report financial data or (b) any fraud that involves management or other employees who have a significant role in the Company's financial reporting, disclosures or internal controls.

VII. HEALTH CARE COMPLIANCE

Ethical relationships with health care professionals (HCPs) are critical to our mission of helping patients by developing and marketing new medicines and products. It is the Company's obligation and policy to comply with all applicable governmental laws, rules and regulations. All directors, officers, employees and consultants of the Company are expected to understand, respect and comply with all of the laws, regulations, policies and procedures that apply to them in their

positions with the Company. Employees are responsible for talking to their supervisors to determine which laws, regulations and Company policies apply to their position and what training is necessary to understand and comply with them. The below highlight some example interactions with HCPs and required Eyenovia conduct:

- Any incidental meals offered in connection with informational presentations made by field sales representatives or their immediate managers to HCPs shall be limited to in-office or in-hospital settings
- Only Directors and above may hold business meetings with HCPs where Eyenovia is covering the cost of the meal, and such meetings must be for legitimate business purposes
- Eyenovia shall not provide any entertainment or recreational items, such as tickets to the theater or sporting events, sporting equipment, or leisure or vacation trips, to any HCP
- Items designed primarily for the education of patients or HCPs **may** be appropriate if the items are not of substantial value and do not have value to HCPs outside of their professional responsibilities; any such items shall be approved by the Promotional Review Committee
- Non-educational items shall not be offered to HCPs or members of their staff, even if they are accompanied by patient or HCP educational materials and/or they are of nominal value (e.g., pens and notepads)

The Chief Compliance Officer is available to address all Health Care Compliance queries. Eyenovia personnel may also report suspected compliance violations to the Helpline 833-393-6684 x9 (a 24/7 confidential reporting system). All reports shall be followed up by the Chief Compliance Officer who shall apprise the CEO of these reports. Eyenovia shall not permit retaliation against any employee for good faith reporting of suspected violations or for raising a compliance or ethics issue.

VIII. REPORTING AND ACCOUNTABILITY

The Audit Committee and the Board, in situations involving a director or executive officer, are responsible for applying this Code to specific situations in which questions are presented to it and has the authority to interpret this Code in any particular situation. Any person who becomes aware of any existing or potential breach of this Code is required to promptly report it to the Company. Failure to do so is, in and of itself, a breach of this Code.

Specifically, each person must (i) notify in writing a member of the Audit Committee or the Company's confidential Ethics hotline promptly of any existing or potential violation of this Code and (ii) not retaliate against any other person for reports of potential violations that are made in good faith.

The Company will ensure prompt and consistent action against violations of this Code. If, after investigating a report of an alleged prohibited action and a determination that a violation of this Code has occurred by a director or executive officer, the Audit Committee will report such determination to the Board, and the Board will take such preventative or disciplinary action as it deems appropriate, including, but not limited to, reassignment, demotion, dismissal and, in the

event of criminal conduct or other serious violations of the law, notification of appropriate governmental authorities. If, after investigating a report of an alleged prohibited action and a determination that a violation of this Code has occurred by any other person, the Audit Committee will take such preventative or disciplinary action as it deems appropriate, including, but not limited to, reassignment, demotion, dismissal and, in the event of criminal conduct or other serious violations of the law, notification of appropriate governmental authorities.

No person following the above procedure in good faith shall, as a result of following such reporting procedure, be subject by the Company to retaliation.

IX. WAIVERS AND AMENDMENTS

Any waiver (defined below) or implicit waiver (defined below) from a provision of this Code for a director, the principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, or any amendment (as defined below) to this Code will be disclosed as may be required in a current report on Form 8-K filed with the SEC. In lieu of filing a current report on Form 8-K to report any such waivers or amendments, the Company may in certain circumstances provide such information on its website, provided that it keeps such information on the website for at least 12 months and discloses the website address as well as any intention to provide such disclosures in this manner in its most recently filed Annual Report on Form 10-K.

Any request for a waiver of any provision of this Code by such persons must be in writing and addressed to the Board. It is the policy of the Company that each officer and director covered by this Code shall acknowledge and certify to the foregoing annually and file a copy of such certification with the Chairman of the Board.

A “waiver” means the approval by the Board of a material departure from a provision of this Code. An “implicit waiver” means the Company’s failure to take action within a reasonable period of time regarding a material departure from a provision of this Code that has been made known to an executive officer of the Company. An “amendment” means any amendment to this Code other than minor technical, administrative or other non- substantive amendments hereto.

All persons should note that it is not the Company’s intention to grant or to permit waivers from the requirements of this Code. The Company expects full compliance with this Code.

X. PROVISIONS SPECIFIC TO THE CHIEF EXECUTIVE OFFICER AND SENIOR FINANCIAL OFFICERS

The Chief Executive Officer and all senior financial officers, including the Chief Financial Officer and principal accounting officer, are bound by the provisions set forth herein relating to ethical conduct, conflicts of interest, and compliance with law. In addition to this Code, the CEO and senior financial officers are subject to the following additional specific policies:

1. Act with honesty and integrity, avoiding actual or apparent conflicts between personal, private interests and the interests of the Company, including receiving improper personal benefits as a result of their position.

2. Disclose to the CEO and the Board any material transaction or relationship that reasonably could be expected to give rise to a conflict of interest.
3. Perform responsibilities with a view to causing periodic reports and documents filed with or submitted to the SEC and all other public communications made by the Company to contain information that is accurate, complete, fair, objective, relevant, timely and understandable, including full review of all annual and quarterly reports.
4. Comply with laws, rules and regulations of federal, state and local governments applicable to the Company and with the rules and regulations of private and public regulatory agencies having jurisdiction over the Company.
5. Act in good faith, responsibly, with due care, competence and diligence, without misrepresenting or omitting material facts or allowing independent judgment to be compromised or subordinated.
6. Respect the confidentiality of information acquired in the course of performance of their responsibilities except when authorized or otherwise legally obligated to disclose any such information; not use confidential information acquired in the course of performing their responsibilities for personal advantage.
7. Share knowledge and maintain skills important and relevant to the needs of the Company, its stockholders and other constituencies and the general public.
8. Proactively promote ethical behavior among subordinates and peers in their work environment and community.
9. Use and control all corporate assets and resources employed by or entrusted to them in a responsible manner.
10. Not use corporate information, corporate assets, corporate opportunities or their position with the Company for personal gain; not compete directly or indirectly with the Company to the extent enforceable under applicable law, subject to the Company's certificate of incorporation in effect from time to time and to any other fiduciary or contractual obligations such officer may have.
11. Comply in all respects with this Code.
12. Advance the Company's legitimate interests when the opportunity arises.
13. The Board will investigate any reported violations and will oversee an appropriate response, including corrective action and preventative measures. Any officer who violates this Code will face appropriate, case specific disciplinary action, which may include demotion or discharge.
14. Any request for a waiver of any provision of this Code must be in writing and addressed to the Chairman of the Board. Any waiver of this Code will be disclosed

as provided in Section IX of this Code. It is the policy of the Company that each officer covered by this Code shall acknowledge and certify to the foregoing annually and file a copy of such certification with the Chairman of the Board.

XI. INSIDER INFORMATION AND SECURITIES

No person who is aware of material, non-public information about the Company may, directly or indirectly, buy or sell the Company's securities or engage in another action to take advantage of such information. It is also against the law to trade or to "tip" others who might make an investment decision based on material, non-public information about the Company. For example, using material, non-public information to buy or sell the Company's securities, options in the Company's securities or the securities of any Company supplier, customer or competitor is prohibited. The consequences of insider trading violations can be severe. These rules also apply to the use of material, nonpublic information about other companies (including, for example, our customers, competitors and potential business partners). In addition to directors, officers, employees or consultants, these rules apply to such person's spouse, children, parents and siblings, as well as any other family members living in such person's home.

XII. FINANCIAL STATEMENTS AND OTHER RECORDS

All of the Company's books, records, accounts and financial statements must be maintained in reasonable detail, must appropriately reflect the Company's transactions and must both conform to applicable legal requirements and to the Company's system of internal controls. Unrecorded or "off the books" funds or assets should not be maintained unless permitted by applicable law or regulation.

Records should always be retained or destroyed according to the Company's record retention policies. In accordance with those policies, in the event of litigation or governmental investigation, please consult the Board or the Company's internal or external legal counsel.

XIII. IMPROPER INFLUENCE ON THE CONDUCT OF AUDITS

No director or officer, or any other person acting under the direction thereof, shall directly or indirectly take any action to coerce, manipulate, mislead or fraudulently influence any public or certified public accountant engaged in the performance of an audit or review of the financial statements of the Company or take any action that such person knows or should know that if successful could result in rendering the Company's financial statements materially misleading. Any person who believes such improper influence is being exerted should report such action to such person's supervisor, or if that is impractical under the circumstances, to any of our directors.

Types of conduct that could constitute improper influence include, but are not limited to, directly or indirectly:

- A. Offering or paying bribes or other financial incentives, including future employment or contracts for non-audit services;
- B. Providing an auditor with an inaccurate or misleading legal analysis;

- C. Threatening to cancel or canceling existing non-audit or audit engagements if the auditor objects to the Company's accounting;
- D. Seeking to have a partner removed from the audit engagement because the partner objects to the Company's accounting;
- E. Blackmailing; or
- F. Making physical threats.

XIV. ANTI-CORRUPTION LAWS

The Company complies with the anti-corruption laws of the countries in which it does business, including the U.S. Foreign Corrupt Practices Act. To the extent prohibited by applicable law, directors, officers, employees and consultants will not directly or indirectly give anything of value to government officials, including employees of state-owned enterprises or foreign political candidates. These requirements apply both to Company employees and agents, such as third-party sales representatives, no matter where you are doing business. If you are authorized to engage agents, you are responsible for ensuring you are reputable and for obtaining a written agreement to uphold the Company's standards in this area.

XV. VIOLATIONS

Violation of this Code is grounds for disciplinary action up to and including termination of employment. Such action is in addition to any civil or criminal liability which might be imposed by any court or regulatory agency.

XVI. OTHER POLICIES AND PROCEDURES

Any other policy or procedure set out by the Company in writing or made generally known to directors, officers, employees or consultants of the Company prior to the date hereof or hereafter, including, but not limited to the Related Party Transaction Policy, the Whistleblower Policy and the Insider Trading Policy, are separate requirements and remain in full force and effect.

XVII. INQUIRIES

All inquiries and questions in relation to this Code or its applicability to particular people or situations should be addressed to the Company's Secretary, or such other compliance officer as shall be designated from time to time by the Board.

General Handbook and Code of Business Conduct and Ethics Acknowledgment

The Employee Handbook (the “Handbook”) and the Code of Business Conduct and Ethics (the “Code”) are important documents intended to help employees become acquainted with Eyenovia and abide by Eyenovia’s policies and procedures.

Because the Company’s operations may change, the Handbook and the Code may be changed at any time, with or without notice, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Handbook and the Code.

I have received and read a copy of the Handbook and the Code. I understand that the policies, rules and benefits described in them are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind. Nothing in the Handbook or the Code creates an express or implied contract of employment or binds any employee to a specific or definite period of employment.

I understand that no representative of Eyenovia other than the Chief Financial Officer may alter “at will” status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have received, have read and understand the Handbook and the Code and agree to abide by all terms and conditions therein as they pertain to the conditions of my employment.

Employee’s Printed Name: _____

Employee’s Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

California Addendum

This Addendum was compiled in order to further detail policies and benefits that are specific to California-based employees of Eyenovia Inc. (“Eyenovia” or the “Company”). For California-based employees only, any policies and benefits specified in this Addendum supersede those contained in the Eyenovia Employee Handbook (the “Handbook”) to the extent inconsistent with those policies. All other policies remain in full force and effect, subject to applicable law. The Company reserves the right to amend, rescind or add to this Addendum as it deems appropriate from time to time in its sole discretion. As policies change, you will be provided with this revised information.

To the extent any policy or procedure in this Addendum or the Handbook is contrary to applicable law, the law is controlling.

1 Working Hours and Schedule

Eyenovia normally is open for business from 8:00 am to 5:00 pm, Monday through Friday. Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Eyenovia may need to change individual work schedules on either a short-term or long-term basis.

Rest Breaks

Non-exempt employees who work three-and-one-half (3-1/2) or more hours per day are authorized and permitted one (1) 10-minute rest break for every four (4) hours or major fraction thereof worked. For purposes of this policy, “major fraction” means any time greater than two (2) hours. For example, if employees work more than six (6) hours, but no more than 10 hours in a workday, you are authorized and permitted to take two (2) 10-minute rest breaks: one (1) during the first half of a shift and a second rest break during the second half of the shift. If employees work more than 10 hours but no more than 14 hours in a day, you are authorized and permitted to take three (3) 10-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period of four (4) hours or major fraction thereof as is practical. Employees do not need to obtain their supervisor’s approval or notify their supervisor when taking a rest break. Employees are encouraged to take their rest breaks; you are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with another rest break or with the meal period. In addition, rest breaks may not be taken at the beginning or end of the work day to arrive late or leave early. Each rest break must be a separate break, meeting the requirements described above. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

Eyenovia also provides cool down rest and recovery periods as needed to prevent heat illness for employees that perform work outdoors as required under applicable state law.

Meal Periods

Employees who work more than five (5) hours in a workday are provided an unpaid, off-duty meal period of at least 30 minutes. Employees are responsible for scheduling their own meal periods, but they should confirm them with their supervisor. Meal periods must begin no later than the end of the fifth hour of work. For example, the employee who begins working at 8:00 a.m. must begin the meal period no later than 12:59 p.m. When scheduling a meal period, employees should try to anticipate workflow and deadlines.

Employees who work more than 10 hours in a day are entitled to a second unpaid, off-duty 30-minute meal period. Employees entitled to a second meal period should schedule their second meal period so it begins no later than before the end of their tenth hour of work, meaning the meal period should begin after working no more than nine (9) hours, 59 minutes.

During meal periods, employees are relieved of all duty and should not work. When taking a meal period, employees should completely stop working for at least 30 minutes. Employees are prohibited from working “off the clock” during their meal period.

Those employees who use a time clock must clock out for their meal periods. These employees are expected to clock back in and promptly return to work at the end of any meal period. Those employees who record their time manually must accurately record their meal periods by recording the beginning and end of each meal period. Unless otherwise directed by a supervisor in writing, employees do not need to obtain a supervisor’s approval or notify a supervisor when taking a meal period. Employees are to immediately notify Human Resources and/or their manager and/or their supervisor if they believe that you are prevented by the nature of their work from taking a timely and/or complete meal period.

Meal Period Waiver

If no more than six (6) hours of work will complete the day’s work, employees may voluntarily waive the meal period in writing. Employees should see Human Resources and/or their manager and/or their supervisor to obtain this waiver form. If the employee works no more than 12 hours, the employee can waive the second meal period, but only if the first meal period was received and not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period. Employees should see Human Resources and/or their manager and/or their supervisor to obtain this waiver form. Employees who work more than 12 hours may not waive, and should take, their second unpaid, off-duty and uninterrupted 30-minute meal period.

No Working During Rest Breaks and Meal Periods

Employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside the work area, such as in a break room. Employees may leave the premises during rest breaks and meal periods. Employees should not visit or socialize with employees who are working while you are taking a rest break or meal period. Employees, including those in a sensitive position like security or information technology, are not expected to remain “on call” or available to respond to messages, monitor radios, telephones, email or other devices during meal periods and rest breaks.

You are required to immediately notify Human Resources and/or your manager and/or your supervisor if they believe you are being pressured or coerced by any manager, supervisor or other employee to not take any portion of a legally protected rest break or meal period.

2 Overtime

Like most successful companies, Eyenovia experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Non-exempt employees generally will be paid overtime at the rate of time and one-half (1.5) times their normal hourly wage for all hours worked in excess of eight (8) hours in one (1) workday or 40 hours in one (1) workweek, or for the first eight (8) hours on the seventh (7th) day in the same workweek.

Non-exempt employees generally will be paid double-time for hours worked in excess of 12 in any workday or in excess of eight (8) on the seventh (7th) day of the workweek.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

3 Bereavement Leave

California-based employees are entitled to up to five (5) days to assist in attending to obligations and commitments relating to the death of a family member. See the Bereavement Leave Policy in the main handbook for additional details regarding this leave.

4 Witness Leave

The Company encourages you to appear in court for witness duty when subpoenaed to do so.

An employee subpoenaed or otherwise requested to testify as a witness by the Company will receive their regular base pay for the entire period of witness duty.

You will also be granted time off to appear in court as a witness when requested by a party other than the Company. For non-exempt employees, such time off is not compensated. In accordance with state and federal law, salaried exempt employees will receive their regular salary if they have worked any part of the applicable workweek.

A subpoena or other request to appear as a witness should be shown to your supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate your absence. You are expected to report for work whenever the court schedule permits.

5 Voting Leave

In the event you do not have sufficient time outside of working hours to vote in a statewide election, you may take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. You will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay. Where possible, supervisors should be notified of the need for leave at least three (3) working days prior to the Election Day.

6 Statutory Short-Term Disability Benefits

Eyenovia employees may be eligible to receive statutory short-term disability insurance (“DI”) which is administered by the Employment Development Department (“EDD”) if you are unable to work due to their own non-work-related illness, injury, pregnancy, or childbirth. See <https://edd.ca.gov/Disability/> for more information.

This is solely a monetary benefit and does not entitle you to a leave of absence or job security. Employees who will be out of work must also request and be eligible to receive a formal leave of absence. See the Leave of Absence sections of this handbook for more information about leave options.

7 Sick Leave

Paid Sick Leave (General): Full-time, regular employees are eligible to earn PTO, which includes sick leave taken for any reason consistent with applicable law. However, all other California-based employees (including part-time and temporary employees) are eligible for paid sick leave pursuant to California’s Healthy Workplaces, Healthy Families Act of 2014. Some general information about Sick Leave under California’s state-wide sick leave law is included in the following section; however, please note that if you live in one of the following cities, you may be eligible for different or additional Sick Leave as local sick leave laws have been enacted in these locations: Berkeley, Emeryville, Los Angeles (city), Oakland, San Diego (city), San Francisco and Santa Monica. In most cases, the city/local law is more generous than the state-wide law. In the rare case where California’s state-wide sick leave law would be more generous to you than the city/local law that applies to you, you will be provided the benefit of the state-wide sick leave law to the extent required by applicable law. Please note that these policies will be interpreted and applied such that all Sick Leave policies and procedures are compliant with applicable federal, state and local laws and regulations. The Company will not interfere with, restrain or deny the exercise, or the attempt to exercise, any right to Sick Leave under applicable California state and local laws.

Paid Sick Leave (State-wide):

- **Eligibility:** Employees who work at least 30 days within a year in California and are not eligible for Company PTO are eligible for paid sick leave (“Sick Leave”).
- **Earning/Rate of Sick Leave:** Eligible employees will be entitled to earn and use sick leave, accrued at the rate of one hour for every thirty hours worked by the employee, up to a maximum of 80 hours of accrued, earned sick time in a calendar year.

- **Cap on Use:** An employee is limited to using 40 hours of Sick Leave per calendar year.
- **Cap on Carry-Over of Unused Sick Leave:** Employees may carry over accrued but unused Sick Leave at the end of each year. An employee's total Sick Leave accrual is capped at 80 hours.
- **Required Notice:** If the need for Sick Leave is foreseeable, you must provide reasonable advance notification. If the need for Sick Leave is unforeseeable, you must provide notice as soon as practicable.
- **Permissible Reasons for Leave.** An employee can take Sick Leave for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or for specified Safe Time purposes (see below). Family members include any of the following: children (regardless of age or dependency, and including biological, adopted, foster, stepchild, legal ward, or in loco parentis); parents; grandchildren; grandparents; spouses; registered domestic partners; parents of a spouse or domestic partner; siblings; or any person designated by the employee (subject to the conditions imposed by applicable law). Employees may use Sick Leave in minimum increments of two hours.
- **Can Sick Leave be used for specific "Safe Time" purposes?** Yes. Employees can take Sick Leave for specified purposes where the employee is a victim of domestic violence, sexual assault or stalking.
- **Can unused Sick Leave be cashed out upon termination, lay-off or resignation?** No. Any unused Sick Leave at the time of termination of employment, regardless of the reason or who initiated the termination, will be forfeited without payment. However, if you are rehired by the Company within one year of the date of separation, your accrued unused Sick Leave will be reinstated in accordance with applicable law.

Process: Please contact the HR Manager to request Sick Leave or to find out more information about local sick leave laws in California.

8 Paid Family Leave Benefits

Employees who are off work to care for a seriously ill family member (defined as a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law or registered domestic partner), to bond with a new child, or taking part in a qualifying event as a result of a family member's (spouse, registered domestic partner, parent, or child) military deployment to a foreign country may be eligible to receive partial wage replacement benefits for up to 8 weeks in any 12-month period through the California "Paid Family Leave" (PFL) program, which is administered by the EDD.

These benefits are financed solely through employee contributions to the PFL program. The EDD is solely responsible for determining if the employee is eligible for such benefits.

To the extent possible, state PFL benefit payments apply to the period of any family care leave, and do not, by themselves, entitle an employee to take any additional time off or to job security. Therefore, if employees need to take time off work for any reason pursuant to which they would be eligible to receive PFL, they must advise Eyenovia, and they will be given information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local EDD Office for further information. Employees should maintain regular contact with the

Company during the time off work so the Company may monitor the employee's return-to-work status. In addition, the employee should contact the Company when ready to return to work so the Company may determine what positions, if any, are open.

When the employee applies for PFL benefits, the Human Resources Department will determine if the employee has any accrued but unused PTO available. The employee has an option to use all accrued but unused PTO to supplement PFL benefits up to 100% of the employee's then-current wages.

Any time off for which PFL may be provided will run concurrently with other leaves of absence, such as Company Medical Leave and Family Care, parental leave, and/or Family and Medical Leave/California Family Rights Act Leave, if applicable.

9 Bone Marrow Donation Leave

An employee who has been employed for at least 90 days may request a leave of absence for up to five (5) business days in any one-year period to undergo a medical procedure to donate bone marrow. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The employee must use any accrued PTO, sick leave or paid time off for this leave, but the use of PTO or sick leave does not extend the term of this leave. If accrued PTO or sick leave off is not available or insufficient, the remaining time off (up to 5 business days) for such procedure shall be paid. The paid time off shall not exceed five (5) days. Employees will receive health benefits for the duration of their Bone Marrow Donation Leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

10 Organ Donation Leave

An employee who has been employed for at least 90 days may request a leave of absence for up to 60 business days in any one-year period to undergo a medical procedure to donate an organ. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The employee must use up to two weeks of accrued PTO or sick leave for this leave, but the use of PTO or sick leave does not extend the term of the leave. If accrued PTO or sick leave is not available or sufficient to cover the first 30 business days, the remaining period of the first 30 business days of time off for such procedure shall be paid. The paid time off shall not exceed 30 business days. Employees will receive health benefits for the duration of their organ donation leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

11 California Family and Medical Leave

The Company provides eligible employees with family and medical care leave in accordance with the California Family Rights Act ("CFRA"). This CFRA leave will run concurrently with FMLA and any available parental leave to the extent permissible under applicable law. Employees should direct any questions to Human Resources.

A. Eligibility

To be eligible for family care, medical, and medical family leave, an employee must (1) have worked for the Company for at least 12 months before the date on which the leave is to commence, and (2) have worked at least 1,250 hours in the 12-month period leading up to the date on which the leave commences.

B. Qualifying Reasons for CFRA leave

“Family care” leave, which includes leave for a military family purpose as described below, may be requested for up to a total of 12 workweeks in a 12-month period for the following purposes:

- (1) the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee;
- (2) the employee’s own serious health condition;
- (3) to care for an employee’s child,⁵ parent, parent-in-law, grandparent, grandchild, sibling, spouse, domestic partner, or designated person who has a serious health condition;
- (4) because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent in the U.S. Armed Forces.

“Medical” leave may be requested for up to a total of 12 workweeks in a 12-month period because of an employee’s own serious health condition that makes the employee unable to work at all or unable to perform any one or more of the essential functions of the position of that employee, but excluding leave taken due to employee’s pregnancy disability.

C. Leave’s Effect on Pay and Benefits

Leave under the CFRA is unpaid. At the same time, employees are required to utilize accrued PTO—other than paid sick leave (as addressed in the next paragraph below)—during such leave, with two exceptions. This policy does not require that employees utilize accrued PTO: (1) if you are (a) taking CFRA leave to care for a family member with a serious health condition or to bond with a new child and (b) receiving financial wage replacement benefit payments through PFL in connection with that leave; or (2) when employees are receiving any form of disability payments, whether under a Company policy or in the form of DI through the EDD. However, an employee may choose to use accrued PTO for any otherwise unpaid portion of their CFRA leave.

With respect to paid sick leave benefits, such benefits must be used during the unpaid portion of a CFRA leave when such leave is taken for the employee’s own serious health condition. For other

⁵ For purposes of this policy, “child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of an employee or the employee’s domestic partner, or a person to whom the employee stands in loco parentis.

types of leave available under CFRA, the employee may agree to use accrued sick leave during any unpaid portion of the leave.

An employee who is otherwise entitled to short-term or long-term disability leave benefits under the Company's plan may use such benefits for the period of unpaid CFRA leave taken for the employee's own serious health condition, subject to and as determined by the terms and conditions of such plan and employee's compliance with this leave policy. Use of such paid disability benefits runs concurrently with the CFRA leave.

Also, employees may be eligible for PFL or DI wage replacement/insurance benefit payments administered through the EDD during CFRA leave.

During CFRA leaves, the Company will continue to pay for employees' participation (if applicable) in the Company's group health plan for the duration of the leave but not to exceed 12 weeks over the course of a 12-month period, commencing on the date that the leave began, at the level and under the conditions that would have been applicable if the employee had continued to work in the employee's position for the duration of the leave. Thus, the employee must continue to pay the employee's share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, the employee also will be required to pay the regular contributions for those benefits while on leave.

The Company may recover the amount of premiums it pays for maintaining coverage for the employee under any group health plans, if (1) the employee fails to return from leave after the expiration of the period of leave to which the employee is entitled, and (2) such failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

D. Procedure for Requesting CFRA Leave

Generally

Employees must notify the Company of their request for CFRA leave with at least a verbal request, although a written request is also requested by the Company, as soon as you are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice, and consult with the Company and make reasonable efforts to schedule any planned leave so as to minimize disruption to Company operations, subject, as applicable, to approval of the health care provider of the employee or the family member. For events not foreseeable 30 days in advance, the employee must give notice as soon as is practicable, and generally must comply with the Company's normal call-in or notice procedures. All requests for CFRA leave should include enough information to make the Company aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without a reasonable excuse for the delay, the Company reserves the right to delay the start of the leave until at least 30 days after the date on which the employee does provide such notice.

Employee Submission of Health Care Certification

The Company requires a completed Health Care Certification form as a condition of granting leave for any request for medical leave for an employee's own serious health condition, for family care leave to care for a covered family member with a serious health condition or serious injury, or for military caregiver leave.

- *Process:* When an employee requests such a leave, the Company will (i) ask the employee to provide a completed Health Care Certification form and (ii) remind them of the consequences for failing to provide it (also detailed below). The Company has Health Care Certification forms for employees to use for this purpose.
- *Form:* The Health Care Certification form must be completed by the health care provider of the person who requires care, whether the employee or a family member.
- *Timing:* Employees must ensure that the completed Health Care Certification form is returned to the Company no later than 15 calendar days after it is requested by the Company. An exception will be made and the deadline extended if, despite the employee's good faith efforts, complying with this deadline is not practicable.
- *Required Contents and Recertification:* A Health Care Certification form is sufficient if it includes the following information:

For leave to care for a family member, and *without identifying the serious health condition:*

- The date on which the serious health condition commenced,
- The probable duration of the condition,
- An estimate of the amount of time that the healthcare provider believes the employee needs to care for the family member requiring the care, *and*
- A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

Recertification: Upon the expiration of the health care provider's estimated time, if additional leave is requested, the Company may require another certification ("recertification") using these same steps.

For leave for an employee's own serious health condition, *and without identifying the serious health condition:*

- The date on which the serious health condition commenced,
- The probable duration of the condition, *and*
- A statement that, due to the serious health condition, the employee is unable to perform any one or more of the essential functions of the employee's position.

If additional leave is requested, the Company may require a recertification as to the employee's serious health condition on a reasonable basis using these same steps.

If the Company has a good faith, objective reason to doubt the validity of the Health Care Certification provided by the employee for the employee's own serious health condition, the Company, at its expense, may require an examination by a second health care provider of its choice. If the second health care provider's opinion conflicts with the original Health Care Certification, the Company, at its expense,

may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.

Consequences if Employee Delays or Fails to Provide Required Health Care Certification

Absent extenuating circumstances, an employee’s failure to timely submit a sufficient Health Care Certification—whether in connection with the original leave request or a recertification—may delay CFRA-protected leave for the period of time after the 15-day deadline expires through the date the Certification is provided. If the Health Care Certification is never provided, the leave will not be deemed CFRA-protected.

E. Designation of Leave & Notice Related to Reinstatement

Once the Company has sufficient information from the employee to determine if the leave qualifies under CFRA, and on the basis of such information, the Company will (1) designate the requested leave of absence as CFRA-qualifying, or not CFRA-qualifying, and (2) notify the employee of such designation, including the extent of CFRA leave (in weeks/days) is available to the employee. In the event CFRA leave is granted, employees should note that you are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law. (The Company will remind employees of this reinstatement guarantee when CFRA leave is granted.)

F. Reporting While on Leave

If an employee takes leave because of the employee’s own serious health condition or to care for a family member, the employee must keep the Company periodically informed of the status of the leave and employee’s intention to return to work. In addition, employees must give notice as soon as practicable (within two business days if feasible) if the leave start and end dates change or are extended, or if they initially were not known but then became clear.

G. Guaranteed Reinstatement

Eligible employees who take CFRA leave should note that you are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

H. No Discrimination or Interference with Rights

The Company will not discriminate against an employee for exercising CFRA rights or giving information or testimony as to the employee’s or another person’s CFRA leave; nor will the Company interfere with or limit the exercise or attempted exercise of such rights.

12 Pregnancy Disability Leave

If employees are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (“PDL”).

Employees may request leave by notifying their supervisor or ADP TotalSource (866-400-6011 Option 2 or email: TotalSource.FMLA@adp.com).

If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated without undue hardship to the Company. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary and does not create an undue hardship for the Company. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the Company may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, “four months” means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. For a full-time employee who works 40 hours per week, “four months” means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

The PDL does not need to be taken in one continuous period of time but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, you must provide sufficient notice so the Company can make appropriate plans. Thirty days’ advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

You are required to obtain a certification from your health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or transfer. The certification is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that you need to take pregnancy disability leave because you are disabled by pregnancy, childbirth or a related medical condition; (2) the date on which you became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, your supervisor or ADP TotalSource shall provide you with a medical certification form that you can take to your doctor.

As a condition of returning from pregnancy disability leave or transfer, the Company requires you to obtain a release from a health care provider stating that you are able to resume the original job duties **with or without reasonable accommodation**.

PDL is unpaid. At your option, you can use any accrued PTO or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. We require, however, that you use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in the Company's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. You should make arrangements with Human Resources for payment of your share of the insurance premiums.

We encourage you to contact the EDD regarding eligibility for state DI for the unpaid portion of the leave.

If you do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated your employment with the Company subject to applicable law.

Employees returning from pregnancy disability leave are entitled to reinstatement to their original position unless you would not otherwise have been employed in your same position at the time reinstatement is requested for legitimate business reasons unrelated to taking leave or transfer (such as layoff). In this case, the Company will transfer you to a comparable position for which you are qualified, if one exists, unless you would not have been offered a comparable position if you were continuously at work during the pregnancy disability leave or transfer period.

Taking a PDL may affect some benefits and your seniority date. If you want more information regarding eligibility for PDL and the impact of the leave on seniority and benefits, you should contact your supervisor or ADP TotalSource (866-400-6011 Option 2 or email: TotalSource.FMLA@adp.com).

Any request for leave after the disability has ended will be treated as a request for disability accommodation.

13 Lactation Accommodations

In addition to the provisions in the Handbook, the Company will also provide a reasonable amount of break time to an employee desiring to express breast milk for an employee's infant child, provided that the break time does not seriously disrupt the operations of the Company. Additionally, the Company will make reasonable efforts to provide an employee with the use of a room or other location, other than a bathroom, in close proximity to the employee's work area, for the employee to express breast milk in private. Such a space will comply with the requirements of the California Labor Code, including, at minimum, an electrical outlet, a chair, a surface to place a breast pump and other personal items, a sink with running water, and a refrigerator for storing breast milk. If the lactation space is at times used for other purposes, its primary function shall remain a lactation space for employees, which will take precedence over all other uses.

You have the right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations

14 Time Off for Crime Victims

Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime and any proceeding involving the victim's rights. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime. "Immediate family member" is defined as spouse, registered domestic partner, child, child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, or guardian.

You must give your supervisor a copy of the court notice of each scheduled proceeding before taking time off, unless advance notice to Eyenovia of the need for time off is not feasible. When advance notice is not feasible, you must provide the Company with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office or the victim/witness office that is advocating on behalf of the victim.

You may elect to use accrued PTO, paid sick leave time or other paid time off for the absence. If you do not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

15 Time Off for Volunteer Firefighters, Reserve Peace Officers & Emergency Rescue Personnel

Employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel are permitted unpaid time off, not to exceed 14 days per calendar year, for the purpose of engaging in fire, law enforcement or emergency rescue training. If the employees request time off under this policy, they must notify their direct supervisor immediately after the need for the leave becomes known.

16 Time Off for Military Spouses

If an employee works, on average, at least 20 hours per week and their spouse is a qualified member of the United States Armed Forces, the National Guard or the Reserves, the employee is eligible to take unpaid leave for a period of up to 10 days while their spouse is home during a qualified leave period.

Required Notice to Employer

Within two (2) business days of receiving official notice that your spouse will be on leave you must provide notice to the Company of your intent to take military spouse leave.

Required Documentation

You must submit written documentation to the Company certifying that during the requested time off, your spouse will be on leave from deployment during a period of military conflict.

Definitions

For the purposes of this policy, the following definitions apply:

“**Qualified Member**” means any of the following:

- a member of the United States Armed Forces who is deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or
- a member of the National Guard who is deployed during a period of military conflict; or
- a member of the Reserves who is deployed during a period of military conflict.

“**Period of Military Conflict**” means any of the following:

- a period of war declared by the U.S. Congress; or
- a period of deployment for which members of the Reserves are ordered to active duty.

“**Qualified Leave Period**” means the period during which the qualified member is on leave from deployment during a period of military conflict.

17 Rehabilitation Leave

Eyenovia is committed to providing assistance to our employees to overcome substance abuse problems. The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include time off without pay or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. Employees may also use accumulated sick days, if applicable, for this purpose.

Employees should notify Human Resources if they need such accommodation. The Company will take reasonable steps to safeguard privacy with respect to enrollment in an alcohol or drug rehabilitation program.

18 Literacy Assistance

Eyenovia is committed to providing assistance to employees who require time off to participate in an adult education program for literacy assistance. If employees need time off to attend such a program, they should inform their direct supervisor or the Human Resources Department. The Company will attempt to make reasonable accommodations by providing unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the

Company. The Company will attempt to safeguard the privacy of employees' enrollment in an adult education program.

19 Victims of Domestic Violence, Sexual Assault or Stalking

Victims of domestic violence, sexual assault or stalking, a crime involving physical injury, or because a covered family member is deceased due to crime may take unpaid leave to seek any relief to help ensure the health, safety, or welfare of the victim or their child, including but not limited to seeking help from a court, seeking medical attention, obtaining services from an appropriate shelter, program, or crisis center, obtaining psychological counseling, or participating in safety planning, such as permanent or temporary relocation. Eyenovia may require proof of the employee's participation in these activities. Whenever possible, employees must provide their supervisor reasonable notice before taking any time off under this policy. Employees may substitute any accrued PTO, sick leave, or other time off for the leave under this policy. Employees may take Company Medical Leave for any reason set forth in this policy, and such leave will run concurrently with leave under this policy.

No employees will be subject to discrimination or retaliation because of their status as a victim of domestic violence, sexual assault or stalking. Victims of domestic violence, sexual assault or stalking may request other accommodations in the workplace such as implementation of safety measures, which will be granted to the extent they do not create an undue hardship for the Company.

20 Final Paycheck

Employees based in California who terminated by the Company will receive their final paycheck, including all unused, accrued PTO, on the date of termination. Employees who resign from their employment will receive their final paycheck within 72 hours of resigning, provided that employees who give at least 72 hours' advance notice of resignation will be paid upon separation from employment.

21 Leave for Reproductive Loss

Eligible employees are entitled to up to five days of leave for reproductive loss following a reproductive loss event. Employees eligible for this leave are those who have been employed by the Company for at least 30 days prior to the commencement of the leave. The leave must be completed within three months of the reproductive loss event (except that, if, prior to or immediately following a reproductive loss event, an employee is taking or chooses to take a California Family and Medical Leave or Pregnancy Disability Leave, then the employee must complete their reproductive loss leave within three months of the end date of the other leave). Days of leave do not have to be taken consecutively. If an employee experiences more than one reproductive loss event within a 12-month period, the employee is eligible for a total amount of reproductive loss leave of up to 20 days within a 12-month period.

For purposes of this policy, a "reproductive loss event" is a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. The leave extends to a current spouse, domestic partner, or an individual who would have been a parent to the child who would have been born, or adopted, had it not been for the reproductive loss event.

Leave for reproductive loss is unpaid, but employees may choose to use any accrued and available PTO or sick leave. Leave for reproductive loss is in addition to leave that an employee may be entitled to under the Pregnancy Disability Leave Policy or California Family and Medical Leave Policy.

The Company will not retaliate against employees for taking leave under this policy for a reproductive loss event and will maintain employee confidentiality relating to reproductive loss leave.

Acknowledgement and Receipt of California Addendum

I have received a copy of both the Eyenovia Employee Handbook and the California Addendum. Where there is a difference in benefits and/or policies, I understand that the Addendum supersedes the Handbook. I have read and fully understand the policies contained therein. I also acknowledge I have received and read the California Department of Fair Employment & Housing’s brochure, Sexual Harassment, The Facts About Sexual Harassment (DFEH-185 brochure).

I further understand and agree that my employment with the Company is employment at will, meaning that my employment is not for a definite period and may be terminated by me or by the Company at any time, for any reason, with or without notice, so long as such termination does not violate applicable law.

I understand and agree that nothing in the Handbook or the Addendum creates, or is intended to create, a promise or representation of continued employment.

Employee’s Printed Name: _____

Employee’s Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Nevada Addendum

This Addendum was compiled in order to further detail policies and benefits that are specific to Nevada-based employees of Eyenovia Inc. (“Eyenovia” or the “Company”). For Nevada-based employees only, any policies and benefits specified in this Addendum supersede those contained in the Eyenovia Employee Handbook (the “Handbook”) to the extent inconsistent with those policies. All other policies remain in full force and effect, subject to applicable law. The Company reserves the right to amend, rescind or add to this Addendum as it deems appropriate from time to time in its sole discretion. As policies change, you will be provided with this revised information.

To the extent any policy or procedure in this Addendum or the Handbook is contrary to applicable law, the law is controlling.

1 Pregnancy Accommodations

Nevada employees have the right to be free from discriminatory or unlawful employment practices based on pregnancy, childbirth or a related medical condition and are entitled to reasonable accommodations.

The Company may not:

- deny a reasonable accommodation to employees and applicants, upon request, for a condition related to pregnancy, childbirth or a related medical condition, unless an accommodation would impose an undue hardship on the business of the Company;
- take adverse employment actions against the employee or applicant based on a need for a reasonable accommodation;
- deny an employment opportunity to a qualified employee or applicant based on a need for a reasonable accommodation; and
- require the employee or applicant to accept an accommodation that the employee or applicant did not request or chooses not to accept or to take leave from employment if an accommodation is unavailable.

Reasonable accommodations may include, but are not limited to:

1. modifying equipment or providing different seating;
2. revising break schedules, which may include revising the frequency or duration of breaks;
3. providing space in a private area other than a bathroom that may be used for expressing breast milk;
4. providing assistance with manual labor if the manual labor is incidental to the primary work duties of the employee;
5. authorizing light duty;
6. temporarily transferring the employee to a less strenuous or hazardous position; or
7. restructuring a position or providing a modified work schedule.

The Company may require you to submit written medical certification from your physician substantiating the need for an accommodation because of pregnancy, childbirth or related medical conditions, and the specific accommodation recommended by the physician.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related condition or who has questions regarding this policy should contact the HR Manager.

2 Overtime

Non-exempt employees whose regular pay rate is less than 1.5 times the applicable minimum wage will be paid overtime pay of 1.5 times their regular pay rate for hours worked beyond 8 hours in a workday. This overtime policy is in addition to, and does not supersede, the Company's standard overtime policy set forth in the Employee Handbook.

3 Meal and Rest Breaks

Employees who work at least eight (8) hours in a workday are provided an unpaid, off-duty meal period of at least 30 minutes. Employees are responsible for scheduling their own meal periods, but they should confirm them with their supervisor.

Non-exempt employees who work three-and-one-half (3-1/2) or more hours per day are authorized and permitted one (1) 10-minute rest break for every four (4) hours or major fraction thereof worked. For purposes of this policy, "major fraction" means any time greater than two (2) hours. For example, if employees work more than six (6) hours, but no more than 10 hours in a workday, you are authorized and permitted to take two (2) 10-minute rest breaks: one (1) during the first half of a shift and a second rest break during the second half of the shift. If employees work more than 10 hours but no more than 14 hours in a day, you are authorized and permitted to take three (3) 10-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period of four (4) hours or major fraction thereof as is practical. Employees do not need to obtain their supervisor's approval or notify their supervisor when taking a rest break. Employees are encouraged to take their rest breaks; you are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with another rest break or with the meal period. In addition, rest breaks may not be taken at the beginning or end of the work day to arrive late or leave early. Each rest break must be a separate break, meeting the requirements described above. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

4 Jury Service and Court Attendance Leave

Employees who are summoned for jury duty or subpoenaed to testify in a judicial proceeding, should notify the Company as soon as practicable of the need for leave when the employee is called to jury service or summoned to witness duty, including by providing appropriate documentation, if requested.

5 Voting Leave

If you are a registered voter in Nevada and do not have sufficient time outside of your working hours within which to vote in any general or municipal election, you should provide your Manager at least one day's notice of your need for time off to vote. The Company will provide as much time off as required for employees do not have at least three or more consecutive non-working hours in which to vote. Leave is available either at the beginning or end of your regular working shifts – whichever allows the most free time for voting and the least time off from your regular working shifts.

6 Parental Involvement and School Conference Leave

Employees who are parents, guardians, or custodians of a child may take up to four hours of unpaid parental involvement leave or school conference leave. Leave may be taken in increments of one hour.

The Company reserves the right to require employees to provide documentation stating that the employee attended or was otherwise involved in school or a school related activity.

7 Military Leave

Employees in Nevada who are members of the National Guard of Nevada or any other state may take unpaid military leave for active state duty, to participate in field training or active duty, assemble for training, or otherwise meet as required by service.

Upon the completion of a Military Leave, you must promptly notify the Company of your intent to return to work and the Company will restore you to you position, except as otherwise required by law.

8 Domestic Violence/Sexual Assault Leave and Accommodation

Employees in Nevada who have been employed for at least 90 days may take unpaid domestic violence/sexual assault leave as authorized by law when:

- The employee is a victim of an act that constitutes domestic violence or sexual assault
- A family member or household member is a victim of an act that constitutes domestic violence or sexual assault.

The Company reserves the right to require employees to provide proof of the need for domestic violence/sexual assault leave extent authorized by law. Leave take under this section will run concurrently with FMLA if the reason for leave under this section also qualifies for FMLA leave.

The Company will also provide reasonable accommodation as required by law when an employee or their family or household member is a victim of an act which constitutes domestic violence or sexual assault. The Company may request documentation that confirms or supports the reason for the reasonable accommodation.

The Company will not retaliate against employees who request or take leave or other accommodations in accordance with this policy.

Acknowledgement and Receipt of Nevada Addendum

I have received a copy of both the Eyenovia Employee Handbook and the Nevada Addendum. Where there is a difference in benefits and/or policies, I understand that the Addendum supersedes the Handbook. I have read and fully understand the policies contained therein.

I further understand and agree that my employment with the Company is employment at will, meaning that my employment is not for a definite period and may be terminated by me or by the Company at any time, for any reason, with or without notice, so long as such termination does not violate applicable law.

I understand and agree that nothing in the Handbook or the Addendum creates, or is intended to create, a promise or representation of continued employment.

Employee’s Printed Name: _____

Employee’s Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

New York Addendum

This Addendum was compiled in order to further detail policies and benefits that are specific to New York-based employees of Eyenovia Inc. (“Eyenovia” or the “Company”). For New York-based employees only, any policies and benefits specified in this Addendum supersede those contained in the Eyenovia Employee Handbook (the “Handbook”) to the extent inconsistent with those policies. All other policies remain in full force and effect, subject to applicable law. The Company reserves the right to amend, rescind or add to this Addendum as it deems appropriate from time to time in its sole discretion. As policies change, you will be provided with this revised information.

To the extent any policy or procedure in this Addendum or the Handbook is contrary to applicable law, the law is controlling.

1 New York City Pregnancy Accommodations

Eyenovia prohibits discrimination on the basis of pregnancy or perceived pregnancy and will endeavor to reasonably accommodate the needs of the employee for their pregnancy, childbirth or related medical condition to allow the employee to perform the essential functions of the job, provided that such employee’s pregnancy, childbirth or related medical condition is known or should have been known by the Company, and the proposed accommodation does not impose an undue hardship on the Company.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related medical condition should contact the HR Manager. If the employee requested an accommodation but has not received an initial response within five (5) business days, she should contact the Head of Human Resources.

After receiving a request for an accommodation due to pregnancy, childbirth or a related medical condition, or learning indirectly that the employee requires such an accommodation, the Company will engage in a cooperative dialogue with the employee. Even if the employee has not formally requested an accommodation, the Company, in compliance with applicable law, may initiate a cooperative dialogue under certain circumstances, such as when the Company has knowledge that the employee’s performance at work has been negatively affected and also has a reasonable basis to believe that the issue is related to pregnancy, childbirth or related medical condition.

The cooperative dialogue may take place in person, by telephone or by electronic means. As part of the cooperative dialogue, the Company will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how the Company may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, the Company will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. The Company is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee’s limitation.

As part of the cooperative dialogue, the Company reserves the right to request medical documentation from the employee under the following circumstances:

- when the employee requests time away from work, including for medical appointments, other than time off requested during the six- (6) to eight- (8) week period following childbirth (for recovery from childbirth); or
- when the employee requests to work from home, either on an intermittent basis or a longer-term basis.

If the Company believes that the provided documentation is insufficient, and before denying the request based on insufficient documentation, the Company reserves the right to request additional documentation from the employee or, upon the employee's consent, speak with the health care provider who provided the documentation.

At the conclusion of the cooperative dialogue, the Company will provide written notice to the employee in a timely manner indicating that the Company:

- will be able to offer and provide a reasonable accommodation;
- will not be able to provide a reasonable accommodation to the employee because there is no accommodation available that will not cause an undue hardship on the Company's operations; or
- will not be able to provide a reasonable accommodation to the employee because no accommodation exists that will allow the employee to perform the essential functions of the job.

The Company will endeavor to keep confidential communications regarding requests for reasonable accommodations and all circumstances surrounding an employee's pregnancy, childbirth or related medical condition.

Employees with questions regarding this policy should contact the HR Manager.

2 New York Lactation Accommodations

Before an employee returns from any form of parental leave (whether provided by federal, state or local law or under the Company's Paid Parental Leave), the Company will discuss with the employee whether the employee needs a reasonable accommodation to express breast milk at work. The Company will not tolerate discrimination or harassment against any employee based on the request for or usage of lactation accommodations. Any discrimination, harassment, or other violations of this section should be reported to Human Resources.

Reasonable Time to Express Breast Milk: The Company will provide employees with a reasonable amount of time to express breast milk and will not unreasonably limit the amount of time or frequency that an employee expresses breast milk. The Company will speak with an employee to determine a schedule of breaks that reasonably accommodates pumping needs. Please note that an employee who uses break time to express breast milk will be compensated to the same extent and in the same manner as other employees that are compensated for break time. However,

the Company does not require an employee to work while pumping. If an employee does work while pumping, you will be paid at their regular rate for that time.

Use of Lactation Room: The Company will discuss options to ensure employees will be able to express breast milk at work. Such options may include creating a temporary lactation space, pumping in a shared space prioritized for lactation, pumping at the employee's work station, or allowing longer breaks for employees to pump offsite. The Company will ensure any accommodation is clean; free from intrusion and shielded from view of others; and meets as many of the following requirements as possible: that it contains at least one electrical outlet, a surface to place a pump and other personal items, close proximity to a refrigerator (if not in the space itself), a chair near running water (i.e., for washing hands and/or cleaning breast pump parts); and the room can be locked from the inside. If the accommodation is not near the employee's workspace, the Company will discuss alternative options with the employee, including how to ensure the employee's privacy and maintain a sanitary pumping environment. Any accommodation also will ensure each employee is afforded a reasonable amount of time to pump. Employees that wish to pump at their usual workspace will be permitted to do so, as long as it does not create an undue hardship for the Company.

Lactation Accommodation Request Process: Before an employee returns from parental leave, the Company will provide the employee with written notification of their lactation rights and request information from the employee regarding the need for a reasonable accommodation to express breast milk at work. Employees may also independently request a lactation accommodation by contacting Human Resources. A request may be made orally or in writing to Human Resources and should indicate that the employee will need accommodations for expressing breast milk at work. Human Resources will respond to a request for a lactation accommodation as quickly as possible. Under no circumstances will this amount of time exceed five (5) business days. During the time it takes to respond to a request and/or engage in a cooperative dialogue to determine the accommodation, the Company will provide a temporary accommodation to the employee so that the employee can pump in a manner that meets the employee's immediate needs, unless that poses an undue hardship for the Company. The Company recognizes that employees' lactation accommodation needs may change over time. Employees may request changes to their existing lactation accommodation at any point.

Undue Hardship: If the Company believes that a lactation accommodation requested poses an undue hardship on the Company, the Company will discuss reasonable alternatives with the employee to accommodate the employee's needs, and will initiate a cooperative dialogue as quickly as possible, and no later than five (5) business days from the date of the request. The conversation between the Company and the employee will be in good faith, may occur orally or in writing, and will conclude with a final written determination of the accommodation being granted or denied. During the time it takes to respond to a request and/or engage in a cooperative dialogue to determine the accommodation, the Company will provide a temporary accommodation to the employee so that the employee can pump in a manner that meets the employee's immediate needs unless doing so poses an undue hardship to the Company.

Please note that New York employees who are nursing may have additional rights under New York Labor Law §206-c. Please consult Human Resources for additional information.

3 Retaliation Prohibited under NY LAB. LAW §740

The Company is committed to operating its business with honesty and integrity. To that end, you may report activities, policies, or practices that they reasonably believe violate the law or pose a substantial and specific danger to public health or safety. The Company prohibits retaliation or discrimination in any manner against an employee who reports or threatens to report information concerning any such activity, policy, or practice, assists; testifies before any public body conducting an investigation or inquiry into any such activity, policy, or practice; or who objects to or refuses to participate in such an activity, policy, or practice.

If you know of activities, policies, or practices that you reasonably believe constitute a violation of the law or otherwise pose a substantial and specific danger to public health or safety, you should report them to the Company. You can report this suspected activity, policy, or practice to either your supervisor or the Human Resources Department.

Prior to reporting an activity, policy, or practice that you reasonably believe violates the law or poses a substantial and specific danger to public health or safety to an outside body or agency, you must make a good faith effort to notify the Company. You are not obligated to make a good faith effort if you reasonably believe that: (1) there is an imminent and serious danger to public health and safety; (2) notifying the Company would result in the destruction of evidence or concealment of the activity; (3) the activity could endanger a minor; (4) reporting to a supervisor would result in harm to you or others; or (5) the supervisor or the Company is already aware of the activity, policy, or practice and will not correct it.

The Company will promptly investigate the report or complaint regarding suspected or known activities, policies, or practices that violate the law, and make a preliminary assessment to determine whether additional information is needed or further investigation is warranted.

4 New York City Paid Sick and Safe Leave

Full-time, regular employees are eligible to earn PTO, which includes sick leave. However, all other New York City employees who work more than 80 hours a calendar year are eligible to earn paid sick leave in accordance with the NYC Paid Sick and Safe Leave Law. Employees who work 80 hours or less a calendar year are not entitled to and do not receive paid sick leave.

Employees will accrue 1 hour of paid sick leave for every 30 hours worked, up to a maximum of 40 sick leave hours per calendar year.

New employees will begin to accrue sick leave on their hire date.. Employees shall be eligible to use sick leave in minimum increments of 4 hours. For uses beyond four (4) hours in a day, paid sick and safe time may be used in thirty (30) minute increments for the remainder of the day.

Employees may carry over up to 40 hours of accrued, unused sick leave from one calendar year into the next.

Employees may not use more than 40 hours of sick leave per calendar year.

Sick leave pay will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, or bonuses. Employees are not entitled to payment for accrued, unused sick leave upon termination, resignation, retirement, or other separation from employment.

An employee shall be entitled to use accrued sick leave for absences from work due to:

1. the employee's mental or physical illness, injury or health condition, including medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or the employee's need for preventive medical care;
2. the need to care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or who needs preventive medical care;
3. the closure of the Company workplace by order of a public official due to a public health emergency, or the need to care for the employee's child whose school or childcare provider has been closed by order of a public official due to a public health emergency.
4. the employee or a family member being the victim of any act or threat of domestic violence, unwanted sexual contact, stalking or human trafficking, where the employee needs to take actions necessary to restore the physical, psychological, or economic health or safety of himself/herself or their family members or to protect those who associate or work with the employee, including to:
 - obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - participate in safety planning, relocate, or take other actions to protect the employee's safety or that of the employee's family members, including enrolling children in a new school;
 - meet with an attorney or social service provider to obtain information and advice related to custody; visitation; matrimonial issues; orders of protection; immigration; housing; or discrimination in employment, housing, or consumer credit;
 - file a domestic incident report with law enforcement or meet with a district attorney's office; and
 - attend civil or criminal court dates related to any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking.

Under this policy, family members include:

- Any individual whose close association with the employee is the equivalent of family
- Child (biological, adopted, or foster child; legal ward; child of an employee standing in loco parentis)
- Grandchild
- Spouse (current or former, regardless of whether they reside together)
- Domestic partner (current or former, regardless of whether they reside together)
- Parent

- Grandparent
- Child or parent of the employee's spouse or domestic partner
- Sibling (including a half, adopted, or step sibling)
- Any other individual related by blood to the employee

Where an employee's need for sick leave is foreseeable, the employee must provide 7 days' advance notice of the intention to use sick leave. If the need is unforeseeable, the employee must give notice of the intention to use sick leave as soon as practicable. Notice under this section must be communicated to your direct supervisor either in person or by personally calling your supervisor.

For an absence of more than three consecutive workdays, the employee may be required to provide reasonable documentation from a licensed healthcare provider or applicable service provider certifying the use of the sick leave including the need for and duration of any sick leave. The Company also reserves the right to request written confirmation that an employee appropriately used sick leave. Such documentation must be submitted to the HR Manager. The Company also reserves the right to require additional information as may be appropriate and consistent with other applicable laws. The Company will not require employees or healthcare or service providers to disclose personal health information or the details of the matter for which an employee requests sick leave. The Company will keep information obtained in connection with an employee's request for sick leave, including information about the employee or the employee's family member, confidential unless the employee consents to disclosure in writing or disclosure is required by law.

An employee who uses sick leave for purposes other than those described in this policy may be subject to disciplinary action, up to and including termination from employment.

If an employee is rehired within six months of separation from the Company, that employee shall be entitled to use any previously accrued, unused sick time from the prior term of employment without any waiting period.

Retaliation against any employee for appropriate use of paid sick leave, or for opposing perceived violations of the NYC Paid Sick and Safe Leave Law, is unacceptable and strictly prohibited. Any employee who feels they have been retaliated against should immediately report the matter to the HR Manager or the Chief Financial Officer.

5 New York City Supplemental Gender Discrimination

Eyenovia prohibits discrimination in employment on the basis of gender. For purposes of this policy, gender is an individual's actual or perceived sex, gender identity and gender expression, including a person's actual or perceived gender-related self-image, appearance, behavior, expression or other gender-related characteristic regardless of the sex assigned to that person at birth.

The Company is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training,

compensation, benefits, accommodation requests, access to programs and facilities, employee activities and general treatment during employment.

In furtherance of this policy:

- The Company gives employees the option of indicating their preferred gender pronoun. The Company's systems allow employees to self-identify their names and genders and do not limit such identifications to male and female only.
- All employees and other individuals have access to single-sex facilities consistent with their gender identity or expression. To the extent possible, the Company provides single-occupancy restrooms and provides multi-user facilities for individuals with privacy concerns, but will not require use of a single-occupancy bathroom because an individual is transgender or gender non-conforming.
- The Company's dress code and grooming standards are gender neutral, and therefore do not differentiate or impose restrictions or requirements based on gender or sex.
- The Company evaluates all requests for accommodations (including requests for medical leaves) in a fair and non-discriminatory manner.
- Employees who engage with the public as part of their job duties are required to do so in a respectful, non-discriminatory manner by respecting gender diversity and ensuring that members of the public are not subject to discrimination (including discrimination with respect to single-sex programs and facilities).

Employees with issues or concerns regarding gender discrimination or who feel they have been subjected to such discrimination can contact the HR Manager or the Chief Financial Officer. The Company prohibits and does not tolerate retaliation against employees who report issues or concerns of gender discrimination pursuant to this policy in good faith.

6 Reproductive Health Decision Making

Eyenovia, and its employees, are prohibited from accessing an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, including but not limited to, the decision to use or access a particular drug, device or medical service without the employee's prior informed affirmative written consent. The Company will neither discriminate nor take any retaliatory personnel action against an employee because of, or on the basis of, the employee's or dependent's reproductive health decision making, and will not require an employee to sign a waiver or other document denying the right to make their own reproductive health care decisions. An employee may bring a civil action for a violation of this policy and a court may award damages, afford injunctive relief, order reinstatement, and/or award liquidated damages. An employee is protected from retaliation for exercising any rights granted under this policy and retaliation may subject the Company to separate civil penalties.

7 Sexual Harassment

Reporting Procedures

If you believe someone has violated this policy, you should promptly bring the matter to the immediate attention of the Chief Financial Officer at the following address 295 Madison Ave.,

Suite 2400, New York, NY 10017 and phone number 858.900.3878, ext.8 or to the Director of HR and Payroll at the following address 8748 Technology Way, Suite C, Reno, NV 89521 and phone number 775.225.6037.

If the person toward whom the complaint is directed is one of the individuals indicated above, you should contact any higher-level manager in your reporting hierarchy.

Written complaints can be submitted internally using the form provided in this Addendum.

If you make a complaint under this policy and has not received a satisfactory response within five (5) business days, you should contact the Head of Human Resources immediately at the following address 8748 Technology Way, Suite C, Reno, NV 89521 and phone number 775.225.6037.

Legal Protections and External Remedies

Aside from the internal complaint process at the Company, individuals may choose to pursue external legal remedies with the following governmental entities.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time **within one (1) year** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three (3) years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Company does not extend the time to file with DHR or in court. The one (1) year or three (3) years is counted from the date of the most recent incident of harassment.

An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate complaints and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring the employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458; (718) 741-8400; www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and

mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, those who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Remember, Eyenovia cannot remedy claimed sexual harassment or retaliation unless individuals bring these claims to the attention of management. Please report any conduct which violates this policy.

8 Sexual Harassment Complaint Form

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to the Chief Financial Officer or the HR Manager. If you are more comfortable reporting verbally or in another manner, you may do so and can follow the guidelines set forth in the Sexual Harassment policy. You will not be retaliated against for filing a complaint. Once a complaint is received, Eyenovia will follow the investigation process described in our policy.

General Information

Your Name / Job Title:

Your Department / Supervisor:

Preferred Communication Method (if via e-mail or phone, please provide contact info):

Complaint Information

1. Please tell us who you believe has violated our policy against sexual harassment. What is their relationship to you (e.g., supervisor, subordinate, co-worker, other):
2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.
3. Please provide specific date(s) the alleged sexual harassment occurred. Additionally, please advise if the alleged sexual harassment is continuing.
4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint.

This last question is optional, but may help the investigation

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Sign and date this form below

Signature: _____ Date: _____

9 New York City Temporary Schedule Change

The Company will grant temporary schedule changes to employees whose primary work location is in New York City as required by, and in compliance with, the New York City Temporary Schedule Change Law. For more information about temporary schedule changes under the New York City Temporary Schedule Change Law, please contact Human Resources.

10 Witness Leave

Employees called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible. Employees will not be compensated for time away from work to participate in a court case, but may use available PTO to cover the period of absence.

Employees that appear in court to testify as a witness or victim, or to consult with a district attorney or obtain an order of protection, will not be disciplined or discharged for their absence.

11 Voting Leave

Employees who are eligible to vote in an election may request up to three (3) hours, with pay, to be used at the beginning or the end of their normally scheduled workday to enable them to vote (as designated by the employer) while polls are open. Employees must notify Eyenovia of their intention to take time off to vote at least two (2) working days prior to Election Day.

12 Statutory Short-Term Disability Benefits

An employee who is disabled by an injury or sickness that is not work related (including a disability due to pregnancy or childbirth), and who otherwise meets applicable New York State law eligibility requirements, may be eligible to receive short term disability (“STD”) benefits equal to 50% of their regular weekly earnings, up to a maximum of \$170 per week, for a period of up to twenty-six (26) weeks in a fifty-two (52) week period. STD benefits are payable starting on the 8th consecutive day of the disability.

To request STD, an employee must complete and submit the applicable STD forms (and any necessary supporting documentation) and request leave from the Company.

If the insurance provider accepts the employee’s claim, it will mail the employee the applicable STD benefits payments. If the insurance provider rejects the claim, the employee will be mailed a Notice of Rejection and the employee will have the opportunity to request a review of such rejection.

Employees are not eligible to receive STD benefits if you are receiving family leave, workers’ compensation, or unemployment insurance benefits.

STD will run concurrently with any other applicable family and medical leave, except where otherwise required by law. If an employee is eligible for STD benefits under the Company's separate, supplemental short-term disability plan, the employee will receive weekly benefits up to 60% of earnings, for a weekly maximum of \$2,500.00, reduced by the amount of any state benefits paid to the employee. This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

13 Family Military Leave

Employees who work an average of at least 20 hours per week and are spouses of military members generally are entitled to up to 10 days of unpaid leave during any period when the spouse in the military is on leave from active duty. Prior notice is requested for staffing reasons. Employees will not be retaliated against for exercising their rights under this policy.

Leave runs concurrently with FMLA Qualifying Exigency leave to the extent both are applicable.

14 State Paid Family Leave

Eligibility Requirements

Employees who have a regular work schedule of 20 or more hours per week and have been employed at least 26 consecutive weeks prior to the date Paid Family Leave ("PFL") begins (or who have a regular work schedule of less than 20 hours per week and have worked at least 175 days to the date PFL begins) are eligible for PFL. Paid time off can be counted toward the employee's eligibility determination. Employees are eligible for PFL regardless of citizenship and/or immigration status.

Entitlement

PFL is available to eligible employees for up to twelve (12) weeks of PFL within any 52-consecutive-week period. PFL is available for any of the following reasons:

- to participate in providing care, including physical or psychological care, for the employee's family member (child, spouse, domestic partner, sibling, parent, parent-in-law, grandchild or grandparent) with a serious health condition; or
- to bond with the employee's child during the first 12 months after the child's birth, adoption or foster care placement; or
- for qualifying exigencies, as interpreted by the Family and Medical Leave Act (FMLA), arising out of the fact that the employee's spouse, domestic partner, child or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

The 52-consecutive-week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed. For an employee who regularly works fewer than five (5) days per week, the maximum number of days available will be prorated based on the employee's regular employment schedule.

PFL benefits are financed solely through employee contributions via payroll deductions.

The weekly monetary benefit will be 67 percent of the employee's average weekly wage or 67 percent of the state average weekly wage, whichever is less. The Company and the employee may agree to allow the employee to supplement PFL benefits up to their full salary with paid time off, to the maximum extent permitted by applicable law.

The employee who is eligible for both statutory short-term disability benefits and PFL during the same period of 52-consecutive-calendar weeks may not receive more than 26 total weeks of disability and PFL benefits during that period of time. Statutory short-term disability benefits and PFL benefits may not be used concurrently. If the employee is unable to work and qualifies for workers' compensation benefits, the employee may not use PFL benefits at the same time the employee is receiving workers' compensation benefits. The employee receiving reduced earnings may be eligible for PFL.

Leave may not be taken for any one of, or for a combination of, the following reasons:

- for a birth mother's pregnancy or prenatal conditions;
- for the employee's own health condition; and/or
- for the employee's own qualifying military event.

Definition of a Serious Health Condition

A serious health condition is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential health care facility; or continuing treatment or continuing supervision by a health care provider.

Use of Leave

The employee does not need to use this leave entitlement in one (1) block. Leave can be taken intermittently in daily increments. Leave taken on an intermittent basis will not result in a reduction of the total amount of leave to which the employee is entitled beyond the amount of leave actually taken.

Employee Responsibilities

The employee must provide 30 days' advance notice before the date leave is to begin if the qualifying event is foreseeable. When 30 days' notice is not practicable for reasons such as lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. Failure by the employee to give 30 days' advance notice of a foreseeable event may result in partial denial of the employee's benefits for a period of up to 30 days from the date notice is provided.

Employees must provide sufficient information to make the Company aware of the qualifying event and the anticipated timing and duration of the leave. Employees must specifically identify the type of family leave requested. Employees also must provide medical certifications and periodic recertification or other supporting documentation or certifications supporting the need for

leave. The employee requesting PFL must submit a completed Request for Paid Family Leave or PFL-1 form and additional certification form(s) as follows to the Company's insurance carrier: 1) Bonding Certification: PFL-2 Form plus documentation; 2) Health Care Provider Certification: PFL-4 Form plus Personal Health Information (PHI) Release (PFL-3 Form); or 3) Military Qualifying Event: PFL-5 Form plus documentation. These documents are available from ADP Benefits Team.

To submit a request for PFL, employees must complete the employee's portion of the insurance carrier's PFL-1 Form, and submit it to ADP Leaves Team. The Company will complete its section of the form and will return it to the employee within three (3) business days. If the Company fails to respond, employees may submit all materials directly to the insurance carrier. Depending on the type of PFL leave employees are seeking, employees will be required to complete additional PFL forms as described in the communication that employees will receive from the insurance carrier. Employees must submit the completed PFL forms before or within 30 days after the start of their leave. The insurance carrier must pay or deny leave requests within 18 calendar days of receiving the employee's completed forms.

Job Benefits and Protection

During any PFL taken pursuant to this policy, the Company will maintain coverage under any existing group health insurance benefits plan as if the employee had continued to work. The employee must make arrangements with ADP Leaves Team prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company's obligation to maintain health insurance coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

Employees who exercise their right to PFL will, upon the expiration of that leave, be entitled to be restored to the position they held when the leave commenced, or to a comparable position with comparable benefits, pay and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. While on PFL, you will not continue to accrue sick leave or PTO.

Questions and/or Complaints about PFL

If you have any questions regarding this policy, you should contact ADP Benefits Team. For additional information concerning leave entitlements and obligations that might arise when PFL is either not available or exhausted, you should consult the Company's other leave policies or contact ADP Leaves Team. The Company is committed to complying with the PFL and will interpret and apply this policy in a manner consistent with the PFL. You who disagree with a denial of your claim for PFL may submit your dispute to arbitration. You will be provided with information about how to request arbitration.

You are protected from discrimination and retaliation for requesting or taking PFL. If you believe your rights have been violated and/or you have been denied job restoration as a result of requesting and/or taking PFL, they must send ADP Leaves Team a formal request for job reinstatement using

the Formal Request for Reinstatement Regarding Paid Family Leave (Form PFL-DC-119), which can be found in the forms section of <https://www.ny.gov/PaidFamilyLeave>. You must file the completed form with the Company and send a copy to: Paid Family Leave, P.O. Box 9030, Endicott, NY 13761-9030.

If the Company does not comply with your request for reinstatement within 30 days, you may file a PFL discrimination complaint with the Workers' Compensation Board using the Paid Family Leave Discrimination Complaint (Form PFL-DC-120), which is also available on the New York Paid Family Leave website. Once your complaint is received, the Board will assemble your case and schedule a preliminary hearing in front of a Workers' Compensation Law Judge.

15 Blood Donation Leave

Employees who work an average of at least 20 hours per week are eligible for up to three (3) hours of unpaid leave in any 12-month period for donating blood. You must provide advance notice of at least three (3) working days of your intention to avail themselves of this leave, except in emergency situations. You may use accrued paid time off for this purpose.

16 Bone Marrow Donation Leave

Employees who work 20 or more hours per week are entitled to up to 24 hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided. Employees may use accrued paid time off for this purpose.

17 No Expectation of Privacy Regarding Electronic Systems

You have no right of personal privacy in any matter stored in, created, received, or sent over Company computer, electronic mail, or telephone systems. Consistent with those policies, the Company reserves the right to monitor, access, retrieve, and read all messages, data, documents and/or information created, sent, received, accessed or stored on any computer, electronic mail, or telephone systems for any reason and without prior notice to the originators and recipients of such messages, including to: (i) ensure that you are being used for proper business purposes; (ii) ensure that policies are being followed; and (iii) access information in your e-mail, phone, and computer systems when you is not available. You are to disclose information or messages via the Company's electronic mail, phone, and computer systems only to authorized persons as information is limited to those with a need to know the specific content thereof. Use of the Company's electronic mail, phone, or computer systems to make unauthorized transmissions of Company files may result in immediate termination and appropriate legal action.

Any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by you by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photo-electronic or photo-optical systems may be subject to monitoring at any and all times and by any lawful means. Additionally, authorized personnel may monitor the electronic communications of you to determine whether there have been any violations of law, breaches of confidentiality or security, communications harmful to the business interests of the Company, or any violations of this policy or any other Company policy. Authorized representatives of the Company may disclose to law enforcement

officials or other third parties as they deem appropriate, messages, data, or information on the Company's network where they reasonably believe a legitimate business reason, public safety reason, or law enforcement reason exists to do so.

Acknowledgement and Receipt of New York Addendum

I have received a copy of both the Eyenovia Employee Handbook and the New York Addendum. Where there is a difference in benefits and/or policies, I understand that the Addendum supersedes the Handbook. I have read and fully understand the policies contained therein.

I further understand and agree that my employment with the Company is employment at will, meaning that my employment is not for a definite period and may be terminated by me or by the Company at any time, for any reason, with or without notice, so long as such termination does not violate applicable law.

I understand and agree that nothing in the Handbook or the Addendum creates, or is intended to create, a promise or representation of continued employment.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.