

## SONICWALL SUPPLIER CODE OF CONDUCT

Corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to SonicWall. These principles apply to all aspects of SonicWall's business, and encompass all manufacturers, distributors, vendors, and other suppliers ("**Supplier**") that supply products to, or perform services for, SonicWall. These principles are reflected in this Code of Conduct ("**Code of Conduct**"), which establishes the minimum standards that should be met by any Supplier regarding:

- Supplier's treatment of workers;
- workplace safety;
- the impact of Supplier's activities on the environment;
- compliance with laws and regulations; and
- Supplier's ethical business practices.

### **Applicability**

This Code of Conduct applies to all Suppliers that provide goods and services to SonicWall, as well as to Supplier's own suppliers, vendors, agents, and subcontractors and their respective facilities ("**Partner(s)**"). Without limiting Supplier's obligations hereunder, Supplier is responsible for its own compliance, and for its Partners' compliance, with the standards set out in this Code of Conduct ("**Standards**") throughout their operations and the entire supply chain. SonicWall may reasonably audit each Supplier's books and records, and reasonably inspect each Supplier's facilities to ensure compliance with these Standards. SonicWall may also require the removal of any Supplier or Supplier personnel that engage in conduct that does not comply with these Standards.

### **Slavery and Human Trafficking**

All labor must be voluntary. Supplier shall not support or engage in slavery or human trafficking in any part of its supply chain. Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any:

- compelled, involuntary, or forced labor;
- labor to be performed by children;
- bonded labor;
- indentured labor; or
- prison labor.

### **Worker Eligibility and Documentation**

Supplier shall:

- Implement and maintain a reliable system to verify the eligibility of workers, including:

- age eligibility; and
- legal status of foreign workers.
- Implement and maintain a reliable recordkeeping system regarding eligibility of workers.

### **Identification Papers**

Supplier shall not require any worker to surrender control over original:

- identification or documents giving a foreign worker the right to work in the country;
- identification or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or
- documents, such as a birth certificate, evidencing the worker's age.

### **Financial Obligations**

Supplier shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:

- pay recruitment or other fees or other amounts (monetary or in-kind);
- incur debt;
- make financial guarantees; or
- incur any other financial obligation.

### **Freedom to Terminate Employment**

Supplier shall allow workers to terminate their employment or work arrangement:

- without restriction; and
- without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

### **Compensation and Benefits**

Supplier must compensate all workers with wages, including any applicable overtime premiums and benefits, that at a minimum meet:

- the minimum wage and benefits established by applicable law;
- applicable collective agreements;
- industry standards; and
- an amount sufficient to cover basic living requirements.

Supplier shall make regular wage payments and provide benefits timely. Suppliers must not require workers to exceed the maximum hours set by local and national laws and regulations. Supplier shall maintain proper documentation of wage payments for their internal records.

## **No Discrimination, Abuse, or Harassment; Freedom of Association**

Diversity and inclusion are very important to SonicWall and SonicWall expects that Suppliers treat workers with respect and dignity. Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job. Supplier shall respect the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

## **Health and Safety**

Supplier shall provide a safe, healthy, and sanitary working environment. Supplier shall not, and shall ensure that its Partners do not, engage in, or require any hazardous labor to be performed by any person under the age of 18. Supplier shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries.

General and industry-specific procedures and safeguards to be followed include those relating to:

- health and safety inspections;
- equipment maintenance;
- maintenance of facilities;
- worker training covering the hazards typically encountered in their scope of work;
- fire prevention; and
- documentation and recordkeeping.

Supplier shall provide workers adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work.

## **Facilities**

Supplier shall:

- ensure that all facilities meet all applicable building codes and industry design and construction standards
- obtain and maintain all construction approvals required by law
- obtain and maintain all zoning and use permits required by law.

## **Environmental Protection**

### **Operation of Supplier's Facilities**

Supplier shall operate its facilities in a sustainable manner and in compliance with all environmental laws, including laws and international treaties relating to:

- waste disposal;
- emissions;
- discharges; and
- hazardous and toxic material handling.

## **Inputs and Components**

Supplier must ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods) and all packaging comply with all applicable environmental laws and treaties.

Supplier must ensure that product(s) supplied to SonicWall do not contain (i) conflict minerals (as such term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act), or (ii) any minerals or other resources that if included in the products would trigger a violation of U.S. Executive Order 13671.

## **Compliance with Laws**

Supplier shall comply with all applicable international, national and local laws and regulations, including laws and regulations including but not limited to:

Relevant government purchasing provisions and provisions under the U.S. Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS) and any U.S. federal agency supplement or U.S. Executive Order, including but not limited to, [Executive Order 14028 – Improving the Nation’s Cybersecurity](#) (EO) and the [Secure Software Development Framework, NIST 800-218](#);

- Sanctions, trade compliance, and export controls, including but not limited to the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC), U.S. Commerce Department’s Bureau of Industry & Security (BIS), Her Majesty’s Treasury of the United Kingdom, and the European Union. Applicable sanctions programs vary in scope and may change. Supplier should also obtain any licenses or other government authorizations that may be required with respect to the use, transfer, import, export, or re-export of SonicWall products or services;
- Anti-Corruption and Anti-Bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and those in effect in jurisdictions where Supplier acts or purchases, markets, sells, distributes, or delivers products or services. Suppliers must never offer, promise, request, authorize or accept a bribe, directly or through a third party, for any reason. Supplier must not offer cash, favors, or gifts to SonicWall's team members;
- Anti-Trust and Competition laws, including those that prohibit actions which are deemed to unreasonably restrain trade, such as fixing prices or allocating customers;
- Financial integrity and accurate recordkeeping, and provide upon request, proper, accurate, and complete financial and business records relating to any transactions or expenditures relevant to any SonicWall business;
- Privacy and Data Protection laws, including but not limited to laws and regulations related to privacy and data protection. Among other things, this means that you should access, collect, use, share, transfer or store the personal information of others only when specifically authorized, only as necessary for legitimate business purposes, and only collect personal information of others with appropriate notices of the purposes for which that personal information will be used.

## **Protection of Assets and Intellectual Property**

Protection of intellectual property rights is vital for any company. SonicWall depends on intellectual property such as information, processes and technology. All SonicWall Suppliers must, without limitation:

- Respect and protect the intellectual property rights of all parties by only using information technology, software, and hardware that has been legitimately acquired, manufactured, and licensed. Use software, hardware, and content only in accordance with their associated licenses or terms of use;
- Protect and responsibly use the physical and intellectual assets of SonicWall, including intellectual property, tangible property, supplies, consumables, and equipment, when authorized by SonicWall to use such assets;
- Use SonicWall-provided information technology and systems (including email) only for authorized SonicWall business-related purposes. SonicWall strictly prohibits Suppliers from using SonicWall- provided technology and systems to (i) create, access, store, print, solicit, or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate, or (ii) send any false, derogatory, or malicious communications;
- Comply with all SonicWall requirements and procedures for maintaining passwords, confidentiality, security and privacy as a condition of providing SonicWall with goods or services or receiving access to the SonicWall internal corporate network, systems, and buildings. All data stored or transmitted on SonicWall-owned or leased equipment is to be considered private and is the property of SonicWall. SonicWall may monitor all use of the corporate network and all systems (including email), and may access all data stored or transmitted using the SonicWall network; and
- Comply with the intellectual property ownership rights of SonicWall and others including but not limited to copyrights, patents, trademarks, and trade secrets; and manage the transfer of technology and know-how in a manner that protects intellectual property rights.

## **Cooperation and Report Violations**

- Suppliers will cooperate with any information requests or audits that SonicWall may initiate to confirm fulfillment of the responsibilities in this Code of Conduct and to perform risk assessment, diligence, or ongoing monitoring.
- Supplier should self-report any violations of the Code of Conduct. Supplier can also submit questions and comments regarding the Code to [legal@sonicwall.com](mailto:legal@sonicwall.com).
- Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct.