



# Immersive Labs Supplier and Partner Code of Conduct

Version 1.1 (January 2023)



At Immersive Labs, we are committed to upholding trust, respect, communication, and transparency. As such, we expect our suppliers and partners to do the same. This Supplier and Partner Code of Conduct (Code) sets out our expectations and provides guidance for meeting these standards.

This Code should be viewed as the minimum standards we expect from our supplier and partner community. It is not intended to reduce, replace, or limit any other legal or contractual obligations that you have to Immersive Labs.

## Overview

This Code applies to all Immersive Labs suppliers of products or services, regardless of what they are. It also applies to Immersive Labs partners, meaning any company or individual who resells or distributes our products including but not limited to those that have agreed to participate in the Immersive Labs Partner Program.

## Anti-Bribery and Corruption

All Immersive Labs suppliers and partners must comply with all applicable anti-bribery and corruption laws, statutes, regulations, and codes including but not limited to the UK Bribery Act and the U.S Foreign Corrupt Practices Act (Anti-Bribery Laws). You must not tolerate, permit, or engage in any form of corruption, extortion, or bribery.

Therefore, we expect you to:

- Not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.
- Have and maintain appropriate policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with Anti-Bribery Laws and to monitor and enforce them where appropriate.
- Notify us if you become aware of any breach of this section of the Code or of any Anti-Bribery Laws, or have reason to believe that you or any person associated with you has received any request or demand for any undue financial or other advantage of any kind received or made and related to your relationship with Immersive Labs.
- Notify us if a foreign public official becomes an officer or employee of your company or acquires a direct or indirect interest in you.
- Following a request from Immersive Labs, certify in writing your compliance with Anti-Bribery Laws and this section of the Code.
- Ensure that any person associated with you including but not limited to employees, contractors and subcontractors does so under a written contract that requires them to comply with Anti-Bribery Laws.
- Be responsible for your employees', independent contractors', directors', shareholders', subcontractors' and partners' compliance with Anti-Bribery Laws.
- Not engage in any practice or activity which would constitute an offence under the Anti-Bribery Laws.

**If you believe or suspect that corrupt practices are occurring within our supply chain, please report your concerns to Immersive Labs immediately.**



## Anti-Slavery

All Immersive Labs suppliers and partners must operate an ethical supply chain. At all times, you must:

- Comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations including, but not limited to, the UK Modern Slavery Act 2015.
- Not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.
- Include in contracts with your direct subcontractors and suppliers, provisions which are at least as onerous as those set out in this section of the Code.
- Notify us as soon as you become aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with Immersive Labs.
- Have and maintain at all times your own policies and procedures to ensure compliance with all such laws, statutes and regulations.
- Take steps to ensure that your own supply chain, including your subcontractors, suppliers and any other third parties associated with you comply with all such laws, statutes and regulations.

## Labour Rights

Our suppliers and partners must respect individuals' employment rights and privacy. You must:

- Follow all applicable laws and regulations regarding child labour.
- Allow all employees to leave their employment freely upon reasonable notice.
- Compensate employees fairly and follow local wage regulations or collective agreements. Where these do not exist, compensate employees at a level that allows them to meet their basic needs.
- Ensure that working hours, including overtime, do not exceed applicable legal limits.
- Ensure fair and proper hiring, firing, and evaluation practices.
- Respect employees' right to freely associate and bargain collectively in accordance with all applicable laws and regulations.

## Data Protection

All Immersive Labs suppliers and partners must uphold high standards of privacy and data protection.

At all times, you must:

- Comply with all applicable privacy laws, which may include the General Data Protection Regulation (2016 / 679) and the California Consumer Privacy Act 2018, in relation to the data and information you provide to us or process on our behalf.
- Ensure that you have registered, as required by law, with any relevant authority to enable you to process personal data.
- Ensure that any personal data you provide to us has been obtained fairly, lawfully and in a transparent manner.
- Provide all necessary notices to data subjects at the time of collection (or as required by applicable law) to inform them of the nature of the processing and the processing activities of third-party recipients of the data.
- Ensure that you are lawfully entitled to transfer data to us, and you have in place all necessary appropriate safeguards in place to ensure the protection of the data.



## Sanctions

All Immersive Labs suppliers and partners are responsible for compliance with all sanctions, import and export rules and regulations relating to their activity. At all times, you must not do or continue to do business with any person, or entity which appears on or is located in any territory which appears on any list of prohibited, sanctioned or restricted parties (including any list maintained by the UN Security Council, the United States, the United Kingdom, the European Union, European Member States or other applicable governmental authority). This restriction includes uploading or transferring any Immersive Labs data to any such persons.

Similarly, a partner must not (directly or indirectly) do, or seek to do, business or enter into any transaction with any entity or person or in any country or jurisdiction which appears on any such list as specified above.

## Protecting Confidential Information

Immersive Labs protects the confidential information of its suppliers and partners. In return, suppliers and partners must respect Immersive Labs' confidential information. You must not disclose our information to anyone without our prior consent.

This includes the following:

- The terms and conditions of your agreement with Immersive Labs.
- Immersive Labs business and marketing plans or opportunities.
- Immersive Labs intellectual property (trade secrets, trademarks, copyrights, patents, and other intellectual property) and technical information.
- Immersive Labs product plans and designs.
- Immersive Labs business processes, operations, software, or product information.
- Personal employee or contractor information.
- Any data generated by Immersive Labs, or received by Immersive Labs from a third party, that contains or is based on confidential information.
- Any information that would be considered by a reasonable person as confidential in nature.

Only those who need to know Immersive Labs' confidential information for the purpose for which Immersive Labs engaged the supplier or partner should have access to it, and those people may only use it for the purpose for which Immersive Labs made it available to the supplier or partner. Additionally, suppliers and partners must follow all applicable data privacy and information security laws and regulations.

Suppliers and partners must appropriately manage the maintenance, access, disclosure and retention of Immersive Labs' confidential information. This includes disposing of confidential documents securely.

**If you discover an actual or potential security breach involving Immersive Labs' information, you must notify us immediately.**



## Environmental, Social and Governance

At Immersive Labs, we believe all businesses have an obligation to operate sustainably for our planet, communities, employees, and customers.

Our commitment to our people, the environment, and some of society's material issues is embedded in our culture and captured in the following principles:

### Our people

To create an inclusive, healthy, collaborative, and innovative working environment

### Our environment

To reduce our operational footprint and carbon emissions

### Our customers

To continue developing technology and content that helps businesses to increase and evidence human capability in their cybersecurity

### Our communities

To partner with communities globally to address gaps in technology and to inspire the next generation of innovators

We expect our suppliers and partners to abide by all legislation and regulations related to environmental protection and climate-related disclosures, and to understand and reduce environmental impacts, and encourage the development of an inclusive and diverse workforce.

Ensuring business is done responsibly, we expect all suppliers and partners to act with honesty and integrity, and to manage their business ethically.

## Terms of Use

To the extent that partners or suppliers use or access the Immersive Labs services, platform, website or apps, they shall comply with the Terms of Use available at: <https://www.immersivelabs.com/legal>

## How to Contact us

This Code acts as a guide to ethical supplier and partner conduct and voicing concerns helps us all to do business ethically and proactively address problems or issues. In the event of a material breach of this Code by a supplier or partner, Immersive Labs shall be entitled to immediately terminate any agreement or arrangement without liability.

If you believe that someone — whether an employee of a supplier, partner, or an Immersive Labs employee — is not meeting the standards in this Code, you should report your concerns. If you discover an issue that potentially impacts Immersive Labs, you should also report it to us.

You can contact us at any time by emailing [legal@immersivelabs.com](mailto:legal@immersivelabs.com).