



SANS Supplier Code of Conduct

The Escal Institute of Advanced Technologies, Inc. /dba SANS Institute and its affiliated entities (collectively, “SANS”) conducts its business ethically and responsibly, in line with principles of good corporate governance and commitment to protect, enhance and support society and the environment.

These guidelines are based on SANS’ commitment to integrity and sustainability. Our intention is to encourage these principles on to our suppliers, who are significant factors in SANS’ business. In the event that SANS’ suppliers are not in compliance with the SANS Supplier Code of Conduct (herein “Code”), SANS reserves right to take any action considering the affect and damage occurred.

COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

As a supplier, you agree to abide by the terms of this Code and acknowledge that compliance with this Code is required to maintain your status as a SANS supplier. You agree that all business conducted on behalf of SANS shall be accomplished in full compliance with applicable laws, rules, regulations and policies. If local laws are less restrictive than the principles set forth in this Code, Suppliers are expected to, at a minimum, comply with the Code. If local laws are more restrictive than this Code, Suppliers are expected to, at a minimum, comply with applicable local laws.

Anti-Corruption Laws

Suppliers shall not make, authorize or offer any bribes, kickbacks, or payments of money or anything of value to anyone, including:

- officials,
- employees, or
- representatives

of any government or public or international organization, or to any other third party (public or private sector) for the purpose of obtaining or retaining business, or influencing any other favourable business decision, that is related in any way to SANS. This includes giving money or anything of value to anyone where there is reason to believe that it will be passed on to a government official or the decision maker at a private sector customer or potential customer for this purpose.

Accordingly, it is prohibited to invite public sector customers, which includes government officials, public sector employees, employees of state-owned enterprises, employees of a department or agency of the government (military, public schools, scientific research bodies established by the government), representatives of political parties, etc. to hospitality events.

For reference, hospitality events do not have an agenda that is principally business focused. Suppliers are required to comply with the German Criminal Code, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and all applicable local anti-bribery laws.

Offering/Accepting Business Courtesies

Suppliers should use discretion and care to ensure that any expenditure (i.e., gifts or meals) offered to or received by any SANS employee or third party is in the ordinary and proper course of business and could not reasonably be construed as a bribe or improper inducement.



Business courtesies cannot be designed or appear to be designed to influence the recipient and secure unfair preferential treatment. A general guideline for evaluating whether a business courtesy is appropriate is whether public disclosure would be embarrassing to the Supplier or SANS. Employees of the supplier are permitted to offer and accept meals and other business entertainment from third parties in connection with SANS business only where accepting such business courtesy:

- Serves a bona fide business purpose, and
- Does not inappropriately influence, or appear to influence, any business decision, and
- Is not offered during any pending bidding or negotiation process, and
- Is given openly and transparently, and
- Is not unlawful or contrary to ethical business principles, local business customs or the customer, vendor, competitor or supplier's company policy.

Meals and business entertainment expenses must be reasonable, appropriate, and compliant with applicable local laws and regulations.

For public sector or government engagements, stricter legal and ethical considerations often apply. In these cases, SANS recommends that meal expenses should not exceed £50 / €50 / \$50 per person unless a lower limit is required by local regulations.

For private sector or general business engagements, a higher limit may be appropriate. SANS recommends a maximum of £100 / €100 / \$100 per person, considering local customs and reasonable business practices.

Antitrust and Competition Laws

Antitrust and competition laws are designed to protect consumers and competitors against unfair business practices and promote and protect healthy competition. SANS is committed to observing the applicable antitrust and competition laws of all nations or organizations, and SANS expects its suppliers to comply with all applicable antitrust and competition laws as well.

Antitrust or competition laws vary from country to country, but generally, such laws prohibit agreements or actions that unreasonably restrain trade, are deceptive or misleading, or unreasonably reduce competition.

An agreement with a customer, vendor, competitor, or other supplier of the supplier not to conduct business with, or not to deliver goods or provide services to any other customer, vendor, competitor, supplier, or service provider (boycott) is unlawful.

All forms of price-fixing among market participants are forbidden. Generally, price fixing is defined as a verbal or written agreement between participants on the same (supplying) side in a market to buy or sell a product, service, or commodity only at a fixed price, or maintain the market conditions such that the price is maintained at a given level by controlling supply and demand.

Suppliers must not accept, read, or use information about products and plans of market participants which is identified or identifiable as confidential information unless the supplier is authorized by the other market participant to do so.

Also, suppliers must not talk with market participants about SANS internal matters, such as pricing and conditions of sale, costs, overviews of the market, organizational processes, or other confidential information, from which other market participants could draw competitive advantage over SANS.



Valid Due Diligence Status

SANS supplies are expected to comply fully with any information requests required by SANS to carry out due diligence checks when working with SANS. Failure to supply information or not meeting due diligence requirements may lead to application rejection, delays or inability for SANS to accept sales leads, orders and payments or contract termination depending on the supplier status. Suppliers are also requested to complete any compliance training available based on their supplier type.

Sanctions and Export Controls

SANS works in a global environment and has implemented internal controls to remain compliant with economic sanctions and export control laws and regulations. SANS expects its suppliers to have economic sanctions and export controls in place to ensure that neither supplier nor its principal owners are listed on any government debarment or sanctions list. In addition, suppliers will ensure that it is not obtaining materials or services used in supplier's work with SANS from any entity where the entity or its principal owners is listed on an applicable government debarment or sanctions list.

BUSINESS CONDUCT

SANS expects its suppliers to compete fairly and ethically for all business opportunities. Suppliers' employees involved in the sale or licensing of products and services and the negotiation of agreements and contracts to SANS must ensure that all statements, communications, and representations to SANS are accurate and truthful.

Financial Integrity

Accurate and reliable financial and business records are of critical importance in meeting SANS' financial, legal, and business obligations. Suppliers should not have any false or inaccurate entries in the accounting books or records related to SANS for any reason. Suppliers' business records must be retained in accordance with record retention policies and all applicable laws and regulations.

Conflicts of Interest

The term "conflict of interest" describes any circumstance that could cast doubt on the Supplier's ability to act with total objectivity regarding the supply of products and services to SANS.

SANS wants its Suppliers' services to come easily and free from any conflicting interests. A conflict of interest also exists where there is a choice between acting in a personal interest (financial or otherwise) or in the interest of SANS. While engaged in SANS-related work, you must exercise reasonable care and diligence to avoid any actions or situations that could result in a conflict of interest. SANS expects its suppliers to prevent or immediately disclose a conflict of interest or the appearance of a conflict of interest as soon as possible to SANS.

HUMAN RIGHTS AND LABOR STANDARDS

Suppliers should respect human rights, understood as the principles expressed in the International Bill of Human Rights and in the ten International Labor Organization core conventions. This means Suppliers should not only respect their employees' fundamental rights at work, but they should also uphold their duty in all business activities with SANS, such as:



- Freely chosen employment
- Child labor avoidance
- Compliance with local working hours requirements
- Compliance with local wages and benefits requirements
- Humane treatment
- Non-discrimination
- Freedom of association

HEALTH & SAFETY/ENVIRONMENTAL

Suppliers recognize that quality of products and services, consistency of production and workers' morale are enhanced by a safe and healthy work environment and shall prevent workers' exposure to potential safety hazards. Suppliers recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the community, environment and natural resources are to be minimized while safeguarding the health and safety of the public. All required environmental permits and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

RESPONSIBILITY FOR COMPANY RESOURCES

Suppliers are expected to safeguard SANS' resources which include property, assets, intellectual property, company technology assets (network, phone, Internet, software applications and e-mail systems), trade secrets and other confidential, proprietary or sensitive information while performing work for SANS. Use of SANS resources without proper approvals or for anything other than to perform SANS work activities is strictly prohibited. Intellectual property rights of SANS must be recognized and protected.

Confidential Information

SANS confidential or sensitive information must be stored securely and protected from disclosure. Suppliers may only possess such information if they need to do so to perform work activities. SANS' confidential information may include, but is not limited to, software and other inventions or developments (regardless of the stage of development) developed or licensed by or for SANS, marketing and sales plans, competitive analyses, product development plans, pricing, potential contracts or acquisitions, business and financial plans or forecasts, and prospect, customer and employee information. Suppliers should not use this information for gain or advantage, and never share this information without appropriate SANS approval. All confidential or sensitive information obtained by a supplier must have documented authorization in place. Inappropriate use of SANS Internet or e-mail is strictly prohibited.

Suppliers are expected to safeguard confidential information by not reproducing copyrighted software, documentation, or other materials without permission, and not transferring, publishing, using or disclosing it other than as necessary in the ordinary course of business or as directed or authorized. SANS may require suppliers to sign Non-Disclosure Agreements for specific and confidential projects. In addition, the terms of any confidentiality provisions in transactional agreements between the supplier and SANS will govern confidentiality requirements between the parties.



Data Privacy

Suppliers are expected to protect the privacy of personal information. Suppliers are required to comply with applicable data privacy laws and regulations and maintain processes to provide appropriate administrative, technical and physical safeguards for the personal information that it holds. Materials that are protected by data privacy standards or legal requirements should be stored securely and only the minimum amount of data should be shared internally with those employees with a “need to know” in order to do their job. If personal information is shared between a supplier and SANS, then the parties will enter into a data privacy agreement where required and its terms will govern data privacy requirements between the parties. No personally identifiable information provided by SANS to Suppliers may be put into an artificial intelligence system by Supplier.

Intellectual Property

Suppliers are expected to respect SANS’ trademarks, copyrights and other intellectual property, and use such intellectual property only as licensed or expressly permitted by SANS. Suppliers are not permitted to grant sublicenses to any SANS’ trademarks, copyrights or other intellectual property unless expressly permitted by SANS.

Artificial Intelligence

Suppliers shall provide full and transparent disclosure regarding all Artificial Intelligence (AI) systems and technologies used by Supplier, its agents, or subcontractors in fulfilment of the services provided to SANS. Suppliers must also disclose the methods used to ensure appropriate user privacy and data security for all data used in AI systems. Suppliers will disclose such information in a clear, concise, and timely manner to enable SANS to evaluate Suppliers’ AI systems usage. Suppliers shall notify SANS promptly about changes to AI systems used to fulfil services provided to SANS.