



Version 1.0

Channel Partner Code of Conduct

At Vizrt, we have a responsibility to conduct our operations in alignment with our core beliefs and ethical standards, taking into consideration a sustainable development model that meets the needs of the present without compromising the ability of future generations to thrive.

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Message from the CEO

At Vizrt, we have a responsibility to conduct our operations in alignment with our core beliefs and ethical standards, taking into consideration a sustainable development model that meets the needs of the present without compromising the ability of future generations to thrive.

This is a shared responsibility that calls upon everyone at Vizrt to execute on our goals in an ethical and legal manner:

- **Lead** in our core markets via innovation
- **Focus** on increasing customer adoption
- **Grow** our nascent businesses and people

We extend that commitment to our channel partner relationships. When we select our channel partners, we evaluate them not only based on purely economic criteria; rather, we examine our channel partner's commitment to environmental protection, compliance with human rights, labour and social standards as well as anti-discrimination and anti-corruption policies. We expect our channel partners to fully comply with applicable laws and to adhere to internationally recognized environmental, social and corporate governance standards. To be selected, our channel partners must demonstrate that they use best efforts to implement these standards with their own agents, business partners, and subcontractors.

Thank you very much for adhering to this channel partner code of conduct and for supporting Vizrt in this vital part of our sustainability efforts.

Rohit Nagarajan
CEO Vizrt



1 Introduction

This Channel Partner Code of Conduct ("Code") formalizes the key principles under which channel partners for Vizrt and those channel partner's global subsidiaries are required to operate during their relationship with Vizrt. The Code establishes the expectations governing any and all business conducted between Vizrt's personnel and the channel partner's personnel, and the personnel of agents, business partners and subcontractors of the channel partner who are participating in the provision of channel services to the channel partner with respect to its relationship with Vizrt (collectively, "channel partner contractors").

As a general matter, the channel partner shall comply with all applicable laws pertaining to the operation of its business and the provision of services in its engagement with Vizrt and its or their customers. Furthermore, the channel partner shall comply with its own corporate code of conduct and ethics. In cases where local law and the requirements and expectations in this Code and the channel partner's own code of conduct and ethics differ, the channel partner is expected to follow the higher standard. Furthermore, this Code is not meant to, and does not, supersede any applicable law, or any term in an agreement between Vizrt and the channel partner. To the extent there is any conflict between this Code and any applicable law or provision of any agreement, the applicable law or agreement controls.

References, as used herein, to "Vizrt" means the corporate (direct and indirect) subsidiaries of Confine Visual TopCo AB, a Swedish corporation; "shall" means the state of affairs during the consideration for engagement with Vizrt, at the time of engagement with Vizrt, and at all times during its engagement with Vizrt; "including" means "including but not limited to"; and "law(s)" mean, as applicable, laws, regulations, or binding orders of bodies of competent authority and jurisdiction.

2 Principles

2.1 Anti-bribery, anti-corruption, anti-money laundering

The channel partner shall have zero tolerance for any kind of corruption and shall ensure that applicable anti-bribery laws are strictly followed and enforced. The channel partner shall refuse to accept or retain business through bribery or corruption. The channel partner shall not directly nor indirectly offer, promise, grant, or authorize the giving of money or anything of value to someone in order to unduly influence the recipient in the performance of professional duties or to obtain or retain an improper business advantage.

The channel partner shall neither ask for, nor accept, improper benefits from others for performance of their duties to the channel partner or to Vizrt.

The channel partner shall not engage in any activities in violation of anti-money laundering laws and shall carry out financial transactions in ethical, transparent and legal ways.



2.2 Conflicts of interest

The channel partner shall avoid situations in which personal interests, or the interests of family members, may affect the channel partner's ability to make business decisions that are in the best interests of Vizrt. The channel partner shall promptly inform Vizrt upon becoming aware of any conflicts of interest by contacting channeloperations@vizrt.com, along with compliance@vizrt.com.

2.3 Fair Competition

The channel partner shall follow applicable competition laws. The channel partner shall ensure that its personnel shall not make any arrangements with the intention to prevent, restrict or distort competition. The channel partner shall further ensure that its personnel shall not engage in discussions with competitors regarding market allocation, information exchange, production and sales quotas, or bid rigging.

2.4 Trade compliance

The channel partner shall comply with relevant export controls and sanctions laws, including United Nations sanctions and applicable sanctions under the laws of the European Union and the United States. The channel partner shall ensure that its personnel shall never attempt to circumvent applicable export controls or trade sanctions.

2.5 Confidential information and privacy

The channel partner shall manage all information received from Vizrt in a secure and confidential manner according to applicable confidentiality undertakings and laws.

The channel partner shall comply with all insider-trading laws in connection with information it may learn of in its relationship with Vizrt and Vizrt's customers and/or business partners.

The channel partner shall comply with applicable laws on the processing of personal data and shall promptly inform Vizrt at privacy@vizrt.com and as proscribed in its contractual undertaking with Vizrt in the event of a personal data breach (as defined in Article 4 of GDPR) concerning personal data shared by Vizrt or personal data provided to Vizrt by the channel partner or otherwise in connection with the channel partner's engagement with Vizrt.

2.6 Human rights

The channel partner shall respect internationally recognised human rights, including the United Nations (UN) Guiding Principles on Business and Human Rights, ILO Declaration on Fundamental Principles and Rights at Work and OECD Guidelines for Multinational Enterprises. The channel partner shall avoid causing or contributing to adverse human rights impacts through its own activities and shall address such impacts when they occur as a



matter of priority. The channel partner shall seek to prevent or mitigate adverse human rights impacts that arise from or in connection with its operations, products or services.

2.7 Labour standards

2.7.1 Equal opportunity and anti-discrimination

The channel partner shall treat all its personnel with dignity and respect. The channel partner will strive for a diverse workforce and shall not tolerate discrimination or harassment based on race, ethnicity, gender, physical disability, sexual orientation, religion, or any other characteristic protected by applicable law.

2.7.2 Wages and hours of work

The channel partner shall pay its employees at least the national minimum wage but also recognize the rights of its employees to reasonable remuneration. Accordingly, wages shall be paid directly to the employee, regularly, and within the agreed time frame; overtime must be compensated as defined in national/local law; and working hours shall not exceed the legal limits stipulated by national/local law. The channel partner shall ensure that all employees with the same qualifications, training, and skill set receive equal pay for equal work. The channel partner shall compensate employees for benefits such as vacation, holidays, sick leave and parental leave in accordance with national/local law.

2.7.3 Working conditions

The channel partner shall provide for its personnel a healthy and safe work environment, with due regard for the prevention of accidents and injuries to the physical and mental health of its personnel. The channel partner shall strictly prohibit any abuse (whether physical or verbal) or harassment.

2.7.4 Anti-slavery, anti-trafficking, child labour and young workers

The channel partner does not, directly or indirectly, make use of any work or service which is extracted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily. In particular, the channel partner shall comply with the UK Modern Slavery Act 2015 and all applicable anti-slavery and human trafficking laws and codes of practice in force from time to time on a global basis, and shall develop and maintain policies and procedures aimed at ensuring that slavery and human trafficking is not taking place in any of its supply chains and in any parts of its own business. The channel partner confirms that it has not at any time been convicted of any violation of the Modern Slavery Act 2015 nor is it under investigation by the police or any enforcement agency or regulatory body in respect of any alleged offences or breaches of the Modern Slavery Act 2015.



The channel partner shall not employ persons who are below the minimum age for employment. In any case, even to the extent permitted by applicable laws, (a) the channel partner shall not employ anyone under the age of 15 years old; and (b) the channel partner shall recognise and honour the rights of young workers between the ages 15-18 to be protected from economic exploitation and from performing any work that is likely to be hazardous or harmful to the young worker's physical, or mental health, or personal development.

2.7.5 Political involvement and labour unions

The channel partner shall ensure that its personnel are free to express their political views and engage in political activities outside of working hours without discrimination, harassment or retaliation.

The channel partner shall further ensure that its personnel are free to join labour associations and to be part of, or included in, collective bargaining.

2.7.6 Reporting

The channel partner shall maintain a secure whistleblowing/reporting system and not retaliate against anyone who in good faith submits a report of an alleged violation of this Code or any principles within it.

2.8 Environmental sustainability and impact

The channel partner shall comply with all applicable environmental laws and standards, recognizing that environmental sustainability and climate protection are fundamental in any long-term business success.

The channel partner shall conduct its operations with the aim to have the least possible negative impact on the environment, climate, water, biodiversity and ecosystems, and ensure that it systematically works to address any such issues within its control. This includes looking for opportunities to reduce energy, greenhouse gas emissions and waste, and considering the environmental impact of business decisions. The channel partner is further encouraged to (i) manage and recycle waste end-of-life products responsibly, (ii) minimise the use of hazardous materials and manage hazardous waste in a responsible manner, (iii) measure and follow up on environmental impact (performance, processes, products and services), (iv) reduce environmental impact from transportation whenever possible, (v) prioritise energy from renewable sources, and (vi) to the extent applicable, work proactively to ensure that minerals (such as, but not limited to, tungsten, tantalum, tin, and gold) in their products and supply chain are responsibly sourced.



3 Implementation

The channel partner shall adhere to this Code and ensure that any channel partner contractors equally adhere to this Code or a set of principles no less stringent than those in this Code.

The channel partner shall ensure that all its personnel are aware of this Code and/or their obligation to comply with a set of principles no less stringent than those in this Code and shall provide timely and regular trainings on its content either with a direct reference to this Code or based on a set of principles no less stringent than those in this Code.

Vizrt's representatives are available to the channel partner should any questions arise concerning the implementation of this Code. Please contact channeloperations@vizrt.com, along with compliance@vizrt.com, with any questions.

4 Monitoring and enforcement

The channel partner must immediately inform Vizrt without undue delay of any violation of this Code. All notifications shall be made to channeloperations@vizrt.com, along with compliance@vizrt.com.

In furtherance of its compliance, Vizrt expects that all channel partners monitor and periodically audit its own operations to ensure compliance with this Code. Upon Vizrt's request, the channel partner shall share the results of the audit with Vizrt. In the event that the channel partner's internal audit reports, received by Vizrt, demonstrate any non-conformance with the standards set forth in the Code, Vizrt shall be permitted the right to verify the channel partner's compliance with this Code by performing follow-up audits and inspections as to the non-conformance either itself or by appointing a third party, subject to appropriate arrangements of confidential and reasonable access. In addition, Vizrt may conduct annual compliance surveys to confirm compliance with this Code.

If the channel partner learns of any violation of this Code, the channel partner will be given the opportunity to remedy any such violations, if such remedy is possible, in an expedient manner. If the remedy is not possible or if the channel partner continues to violate this Code, Vizrt may take legal action and terminate the channel partner agreement for cause and without penalty.

If the channel partner becomes aware of any channel partner contractor's violation of this Code, the channel partner shall notify Vizrt without undue delay. The channel partner shall promptly take any action to remedy the violation and, following a notice to the channel partner contractor, if such violations cannot be remedied, to exchange the channel partner contractor for another channel partner contractor who is acting in compliance with this Code and without additional expense or obligation of Vizrt. who is acting in compliance with this Code and without additional expense or obligation of Vizrt.