

September 21, 2017

FIREEYE SUPPLIER CODE OF CONDUCT

TABLE OF CONTENTS

1. Applicability
2. Legal Compliance
3. Relationship
4. Environmental, Health and Safety
5. Raw Materials Procurement – Conflict Minerals
6. Labor
7. Subcontractors and Business Partners
8. Non-discrimination
9. Anti-Harassment
10. Whistleblowers/Grievance Mechanisms
11. Intellectual Property
12. Ethics
13. Export Compliance
14. Monitoring, Compliance & Consequences
15. Reporting

FireEye's identity and success is built on a foundation of integrity, honesty and ethical conduct. One of the many dependents in establishing such a solid foundation is entering into business arrangements with organizations that share a similar strong commitment to ethical business practices. More specifically, Suppliers have a critical role in helping to establish and protect the trust and integrity that investors, customers, colleagues and the global business community place in FireEye. This FireEye Supplier Code of Conduct ("Code of Conduct" or the "Code") articulates a vision and set of expectations for FireEye and its suppliers.

Where required, each Supplier shall have an authorized representative certify that it has read and understood the Code and that the Supplier and its personnel are committed to complying with the principles/requirements contained in this Code of Conduct.

Applicability

This Code of Conduct applies to each FireEye Supplier and its personnel in all of Supplier's activities related to Supplier's business relationship with FireEye throughout the world. Each Supplier will ensure that it and its personnel adhere to the requirements contained in this Code. The requirements of this Code are in addition to the terms of each Supplier's agreement/contract with FireEye. The English-language version of this Code shall govern. This Code may be changed/updated by FireEye from time to time and can also be accessed at: <https://www.fireeye.com/content/dam/fireeye-www/supplier/fireeye-supplier-code-of-conduct.pdf>.

Legal Compliance

Suppliers are expected to, and shall comply with, and require its employees, subcontractors and other personnel to comply with: a) all expectations/requirements contained in this Code; and b) all applicable laws, rules and regulations (including country-specific and local laws) pertaining to their activities for FireEye, including, without limitation, those laws addressing human rights, human trafficking/slavery, the environment (e.g., conflict mineral sourcing), anti-corruption/bribery, trade and customs.

Nothing herein should be construed as a representation of legal, or other requirements necessary for Supplier to conduct its business. Each Supplier retains the sole responsibility to know, understand, and comply with the applicable laws, statutes, rules and regulations necessary to conduct its business. FireEye is not responsible for providing legal requirements to its Suppliers.

Relationship

FireEye and its Suppliers are independent contractors and neither party shall be considered the agent of the other party for any purpose whatsoever. Nothing in this Code of Conduct shall be construed as establishing a partnership or joint venture between the parties.

Environmental, Health and Safety

Environmental Practices

Suppliers should be dedicated to meeting all applicable laws and regulations relating to hazardous substance management, including laws and regulations regarding the prohibition or restriction of specific substances in products and manufacturing. Chemicals and other materials posing a hazard if released into the environment should be identified and managed to ensure their safe handling, movement, storage, use and disposal. Suppliers should also endeavor to monitor and reduce waste (e.g., reducing and/or conserving water), improve/reduce their energy consumption, recycle and/or re-use materials, engage in materials substitution and/or modify processes to promote better efficiencies, secure and keep current all required environmental permits, and accurately maintain all environmental records required by applicable laws or regulations.

For example, air emissions (e.g., greenhouse gas emissions) of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals, and combustion by-products generated from operations must be characterized, monitored, controlled, and treated as required by applicable laws and regulations before discharge.

Suppliers are expected to avoid undue and unnecessary use of packaging materials and utilize recycled materials whenever appropriate.

Occupational Safety

Suppliers shall comply with all applicable laws and regulations with respect to the implementation of appropriate controls, clean working environments, safe work procedures, preventative maintenance, and protective measures (such as physical guards, interlocks, and barriers) (collectively, “Controls”) to mitigate occupational injury, illness, and other health and safety risks in the workplace. Such Controls should encourage worker reporting, classify, and record injury and illness cases, investigate cases and implement corrective actions to eliminate their causes, provide necessary medical treatment, and facilitate the workers’ return to work. When hazards cannot be adequately controlled by these means, Suppliers must provide workers appropriate personal protective equipment and Suppliers must comply with all laws and regulations that allow workers the right to refuse to work in unsafe conditions without fear of reprisal until management adequately addresses their concerns.

Emergency Prevention, Preparedness, and Response

Suppliers must provide a safe and healthy work environment. Fire prevention equipment must be accessible to workers and Suppliers are responsible for conducting fire prevention and evacuation training. Suppliers must also implement emergency plans and response procedures, including emergency reporting, worker notification and evacuation procedures, worker training and drills, and have appropriate first-aid supplies available, adequate exit facilities, and appropriate recovery plans.

No Alcohol or Drug Use

Suppliers should prohibit the use of illegal drugs or alcohol while engaging in work for FireEye. In addition, Suppliers may not possess illegal drugs or controlled substances while on FireEye premises or while conducting business with or for FireEye. This prohibition does not include legally obtained medications used as directed by a licensed medical practitioner that do not create a safety risk (e.g., impairment while operating machinery.)

Raw Materials Procurement – Conflict Minerals

FireEye does not tolerate the use of raw materials that directly or indirectly contribute to armed conflict or human rights abuses in any of its products/components that Suppliers manufacture for or supply to FireEye. FireEye expects its Suppliers to exercise due diligence on the ethical sourcing and chain of custody of these minerals.

At a minimum, Supplier is expected to:

- Have a policy that addresses the responsible procurement of conflict minerals (currently defined in Section 1502(e)(4) of the Dodd Frank Wall Street Reform Act);
- Train appropriate personnel on this policy;
- Implement a risk assessment (supply chain mapping) of all conflict minerals sources; and
- Develop an appropriate risk mitigation strategy.

FireEye encourages Suppliers to review and verify their supply chain due diligence practices of their Suppliers on a regular basis in regards to conflict minerals and to join or build relationships with industry organizations implementing due diligence in the mineral supply chain. Suppliers shall make their due diligence measures/efforts available to FireEye upon request.

Labor

Suppliers must, prior to employing any worker, validate and review all relevant documentation to ensure that each worker has the legal right to work in that jurisdiction.

Suppliers are expected to treat their employees fairly and in accordance with applicable laws and regulations regarding labor and employment. Suppliers shall provide their employees with wages, compensation benefits and working hour schedules (including overtime) in compliance with all applicable laws.

Suppliers must not employ child labor. FireEye will not knowingly engage a Supplier that directly or indirectly through a third-party employs child labor. We define "child labor" as work or service extracted from anyone under the age of sixteen (16), the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is higher. Suppliers are expected to adopt procedures to verify and maintain documentation that no child labor is used, and if children below the legal working age are found in the workplace, Suppliers are expected to take measures to immediately remove them from work without penalty or punishment. FireEye supports the participation in legitimate workplace apprenticeship programs, as long as they comply with all applicable laws and are consistent with Articles 6 and 7 of the ILO Minimum Age Convention No. 138 on vocational or technical education and light work.

Young workers (workers under the age of eighteen (18)), shall not work in conditions that are likely to jeopardize the health or safety of such young workers. Suppliers must pay specific attention to ILO and applicable legal requirements pertaining to hours of work, wages, working conditions, and the handling of certain materials.

Suppliers must not employ or use forced, slave, convict or bonded labor. Suppliers should also allow workers to discontinue their employment upon reasonable notice. FireEye will not knowingly engage a Supplier that directly or indirectly through a third-party, employs forced, slave, convict or bonded labor. "Forced labor" is any work or service not voluntarily performed and extracted from an individual under the menace of penalty and/or subject to unduly burdensome conditions such as, but not limited to, causing the surrender, destruction, confiscation or denial of any government-issued identification documents, immigration documents, passports, or work permits, or any other limitations inhibiting an individual's "free will" with respect to work (Article 2 of the ILO Forced Labour Convention No. 29).

Suppliers must not employ or facilitate the use of persons who were trafficked into employment for Supplier or engage in human trafficking, as defined in Article 3 of the Protocol to Prevent, Suppress and Punish Trafficking in Persons Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime.

Suppliers are required to provide their slavery and human trafficking statements to FireEye upon engagement with FireEye and thereafter upon request, or to provide FireEye with the information to allow it to compile or update its UK Modern Slavery Act Statement;

While Suppliers may favor, or encourage a self-represented work force, Suppliers are expected to:

- Allow employees the freedom to join labor organizations or to not join such organizations, and the freedom to bargain collectively as determined by the employees themselves without coercion, interference, retaliation or harassment, in compliance with all applicable laws, and
- Allow alternative means of worker representation, organization, ability to address grievances and resolve disputes, if freedom of association and collective bargaining is lawfully restricted.

Subcontractors and Business Partners

FireEye expects that its Suppliers will encourage and work with their own suppliers, subcontractors, and business partners to ensure that they also strive to meet the principles of this Code or an equivalent set of principles.

Non-discrimination

Suppliers shall not unlawfully discriminate on the basis of, and are expected to hire, compensate, provide benefits and access to training, promote, terminate and/or retire employees without regard to race, creed, color, religion, national origin, political affiliation, union membership, marital status, pregnancy, age, disability, gender, gender identity, sexual orientation, or any other basis protected by law or unrelated to the ability to do a job.

Anti-Harassment

Employees of Suppliers are expected to work in an environment free from harassment and abuse, including, but not limited to, sexual and physical harassment and psychological, verbal and physical abuse.

Whistleblowers/Grievance Mechanisms

Suppliers must create programs to ensure the protection of worker whistleblower confidentiality and to prohibit retaliation against workers who participate in such programs in good faith or refuse an order that is in violation of applicable laws and regulations or any provision of this Code.

Suppliers are expected to introduce an adequate system to address employee grievances and resolve disputes that:

- protect the employee's privacy and allows for anonymous reporting of grievances;
- protect the employee against retaliation;
- all members of management are trained on; and
- is communicated to all employees.

Intellectual Property

Suppliers must not infringe the intellectual property rights (including any patent, copyright, trademark and other intellectual party rights) or misappropriate any trade secrets of third parties in any manner relevant to their relationship with FireEye. Suppliers also must not infringe any of FireEye's intellectual property rights (including any patent, copyright, trademark and other intellectual party rights) or misappropriate any FireEye trade secrets.

Ethics

Anti-bribery and Anti-Corruption. Suppliers must comply with all applicable federal, state and local anti-bribery laws, including but not limited to the United States Foreign Corrupt Practices Act (“FCPA”), the U.S. Federal Procurement Integrity Act and the U.K. Bribery Act of 2010. Suppliers must not, directly or indirectly, make, offer or authorize the payment of any money, gift, bribes, kickbacks or anything of value to anyone (this includes gift travel, meals and entertainment), including foreign or government officers, employees, or representatives of any government, company, or public or international organization, or to any other party, if such payment is intended, or could be perceived as intended, directly or indirectly, to improperly influence or obtain any unfair competitive advantage. Suppliers may not offer employment to government employees or officers if doing so would violate applicable laws.

Financial Integrity and Accounting. Suppliers shall create and retain complete and accurate books and records in full accordance with applicable legal and contractual requirements regarding any and all transactions or other expenditures with respect to any FireEye-related business. Suppliers must not engage in false and/or misleading accounting practices, including but not limited to creating “slush funds” or other improper financial practices.

Antitrust and Competition Laws. Suppliers must comply with all applicable antitrust and competition laws and regulations, including but not limited to, not:

- agreeing with other companies to coordinate or fix prices,
- agreeing with other companies to boycott suppliers or customers,
- agreeing with other companies to divide or allocate markets or customers, or
- proposing or entering into agreements or understandings that restrict the resale price of FireEye products.

Conflicts of Interest. Suppliers will not engage in any activity that would interfere with their contractual responsibilities to FireEye or that may appear to be a conflict of interest that could reasonably be likely to interfere with such responsibilities. Conflicts of interest may include, but are not limited to, FireEye personnel being a Supplier’s officer, director or significant shareholder, or the payment of incentives or providing economic benefits such as excessive gifts, hospitality or entertainment to any FireEye employee, personnel, or their family members. In the event Suppliers become aware of a conflict of interest or potential conflict of interest, Suppliers must promptly notify FireEye.

Proprietary Information. FireEye information that is communicated, shared, or processed by Suppliers must be controlled in such a way as to protect and preserve FireEye’s interest. The information must be managed to prevent unauthorized disclosure, modification, destruction, or use. Suppliers shall protect FireEye proprietary/confidential information from unauthorized disclosure and shall implement, as necessary, adequate physical security, recovery capabilities, electronic access controls, and/or enter into enforceable nondisclosure agreements. Suppliers may not misuse FireEye confidential, proprietary or non-public information for their own purposes or benefit, including making stock trades of FireEye stock. Suppliers shall observe applicable data privacy and information security requirements when handling FireEye or third party information provided by FireEye.

Export Compliance

Suppliers must have and follow a documented export control program designed to assure compliance with U.S. and all other applicable export and import laws and regulations. Except under license or as otherwise permitted under such laws and regulations, Supplier shall not export, re-export, transfer, divert, release, import or disclose to any other person or entity, or make any use of any (1) FireEye hardware or software or (2) technology relating to FireEye’s current or future products.

Monitoring, Compliance & Consequences

FireEye maintains the right to take actions, including requesting information from Supplier that can demonstrate Supplier's compliance with this Code or conducting inspections of the Supplier's facilities and worker accommodations, advising Supplier's management of any violation(s) of this Code, and/or reviewing of any applicable documentation to ensure this Code has been implemented and is being followed by our Suppliers. Suppliers are expected to keep accurate records to prove compliance with this Code. It is the expectation of FireEye that our Suppliers will take corrective actions within a time frame jointly agreed upon by the Supplier and FireEye to remedy any identified noncompliance of this Code.

In addition to any contractual rights of FireEye, FireEye may terminate its agreement with a Supplier in the event that such Supplier fails to adhere to the requirements contained in this Code in FireEye's sole discretion, or if, upon discovery of noncompliance, Supplier does not commit to a specific plan to achieve compliance.

Reporting

Suppliers will immediately report violations of this Code (including those actions of a FireEye employee) to FireEye in one of the following methods: (1) email at SupplierCodeInquiries@FireEye.com, (2) call the FireEye Ethics Hotline at 1-855-224-7187, (3) online at www.FireEye.ethicspoint.com or (4) contact FireEye's General Counsel.

Calls to the Ethics Hotline and online at the FireEye ethics point website are received by an independent third-party service retained by FireEye to handle such reports, reports can be made anonymously, and will be kept confidential to the fullest extent practicable and allowed by law.