



# CYFERD

## PARTNER BEHAVIOUR CONDUCT AND ETHICS POLICY

### 1. **Scope**

- 1.1 This 'Cyferd – Partner Behaviour Conduct and Ethics Policy' (this "**Policy**") applies to the behavioural, conduct and ethical expectations and requirements of Cyferd Partners in that capacity. This Policy is made in connection with the SSSPA and (in such regard) applies to Cyferd Inc. ("**Cyferd**") and each Cyferd Partner from time to time (in this Policy and in respect of each Cyferd Partner, "**each Cyferd Partner**", "**the Cyferd Partner**", "**the Cyferd Partner in question**" and "**that Cyferd Partner**" being construed accordingly'). This Policy does **not** apply to any customer of Cyferd in its capacity as a customer of Cyferd.
- 1.2 In this Policy "**Partner Agreement**" means, in respect of the Cyferd Partner in question, the sales, services and solutions partner agreement entered into between Cyferd and that Cyferd Partner forming part of the SSSPA with that Cyferd Partner.
- 1.3 This Policy is a Cyferd Partner Policy and applies to, forms part of and is supplemental to the SSSPA. The terms of the SSSPA shall apply to this Policy and are incorporated herein, *mutatis mutandis*, to this Policy.
- 1.4 For each Cyferd Partner, this Policy together with the Partner Agreement, the other Cyferd Partner Policies and any other applicable document that forms part of and/or is supplemental to the SSSPA from time to time, applies to that Cyferd Partner's appointment as a Cyferd Partner.
- 1.5 Unless otherwise noted or where the context otherwise requires, all capitalized terms used herein shall have the meanings set forth in the Partner Agreement.
- 1.6 In addition, in this Policy the following words and expressions shall have the following meaning unless the context otherwise requires:

**"Model Cyferd Partner"**

a Cyferd Partner who follows, meets and maintains the behavioural, conduct and ethical expectations and requirements, as a Cyferd Partner, as set out in this Policy from time to time (including in particular that set out in **paragraph 4.4**)

### 2. **Last Updated**

This Policy was last updated on 1 August 2024. For previous versions of this Policy see <https://cyferd.com/cyferdcomm/us/>.

### 3. **Changes to this Policy**

- 3.1 ***For any person who is not a Cyferd Partner at the time of such posting*** – Cyferd shall, at its absolute discretion, be entitled to amend this Policy or any part of it by posting an updated version of this Policy at <https://cyferd.com/cyferdcomm/us/> and such updates will be effective upon such posting or, if later, the 'Last Updated' date specified in such updated version of this Policy.
- 3.2 ***For any person who is a Cyferd Partner at the time such Update Notification is made*** – Cyferd may at its absolute discretion make, and notify that Cyferd Partner of, updated versions of this Policy by notifying that Cyferd Partner of any such Update(s) by way of Update Notification in accordance with that

Cyferd Partner's Partner Agreement. Such Update(s) will be effective in respect of that in accordance with the applicable provisions of that Cyferd Partner's Partner Agreement.

- 3.3 If Cyferd makes any amendments to this Policy, it will change the 'Last Updated' date in **paragraph 2** above in such updated version of this Policy.

#### **4. Policy details and Model Cyferd Partner**

- 4.1 This Policy is a 'placeholder' policy and will be replaced in due course by Cyferd with a more detailed policy to deal with the behavioural, conduct and ethical expectations and requirements of Cyferd Partners in that capacity. Such behavioural, conduct and ethical expectations and requirements will be linked to those of a Model Cyferd Partner.

- 4.2 Having strict regard to **paragraph 4.4**, pending such more detailed policy being in force each Cyferd Partner agrees and undertakes to Cyferd that (in its capacity as a Cyferd Partner) it will, at all material times:

4.2.1 do all acts deeds and things; and

4.2.2 not omit to do any act deed or thing,

so as to meet and maintain the standard that a Model Cyferd Partner would meet and maintain in carrying out its duties and obligations benefiting from its rights as a Cyferd Partner.

- 4.3 Having regard to **paragraph 4.5**, pending such more detailed policy being in force each Cyferd Partner agrees and undertakes to Cyferd that (in its capacity as a Cyferd Partner) it will **not**, at any time:

4.3.1 do any act deed and thing; and/or

4.3.2 omit doing any act deed or thing,

the effect of which would be unbecoming of a Model Cyferd Partner.

- 4.4 A Model Cyferd Partner is a Cyferd Partner who:

4.4.1 is and its Partner Personnel are:

4.4.1.1 trustworthy;

4.4.1.2 honest;

4.4.1.3 transparent;

4.4.1.4 respectful;

4.4.1.5 diligent; and

4.4.1.6 sufficiently and suitably experienced and appropriately qualified to perform the Partner's Responsibilities;

4.4.2 is committed to sustainability;

4.4.3 is committed to diversity and treating all persons it and its Partner Personnel deal with fairness dignity and respect;

4.4.4 considers Cyferd's best interests at all times when dealing with and working with Proposed Customers/ Customers;

4.4.5 carries out its business and activities:

4.4.5.1 using Best Industry Practice;

4.4.5.2 in good faith;

4.4.5.3 in accordance and compliance with all applicable laws (including those relating to employment, health and safety, human rights, diversity, non-discrimination, equality, the environment, waste management);

4.4.5.4 in a manner which respects, recognises and does not infringe, exploit, harm or otherwise prejudice Cyferd's or any other person's intellectual property rights which it may deal with or use;

4.4.5.5 so as to avoid conflicts of interests;

4.4.5.6 so as to market and promote:

4.4.5.6.1 Cyferd, the Cyferd Product and Cyferd's brand and business to Customers and Proposed Customers; and

- 4.4.5.6.2 those Professional Services which it is able to and entitled to provide in connection with the Cyferd Product;
  - 4.4.5.7 in compliance with:
    - 4.4.5.7.1 the SSSPA relating to that Cyferd Partner;
    - 4.4.5.7.2 the Partner Agreement relating to that Cyferd Partner;
    - 4.4.5.7.3 the Cyferd Partner Policies; and
    - 4.4.5.7.4 (as a Customer) the Cyferd Product Contract relating to that Cyferd Partner (including the applicable MSA and Cyferd Policies (as defined in the MSA))
  - 4.4.6 would **not**:
    - 4.4.6.1 breach the SSSPA or any provision of the Partner Agreement relating to that Cyferd Partner including:
      - 4.4.6.1.1 clause 5 of such Partner Agreement (*Rights and duties of the Partner*);
      - 4.4.6.1.2 clause 13 of such Partner Agreement (*Compliance with law*);
      - 4.4.6.1.3 clause 14 of such Partner Agreement (*Anti-bribery*);
      - 4.4.6.1.4 clause 15 of such Partner Agreement (*Anti-tax evasion facilitation*);
      - 4.4.6.1.5 clause 16 of such Partner Agreement (Modern slavery)
      - 4.4.6.1.6 clause 19 of such Partner Agreement (*Confidentiality*); and
      - 4.4.6.1.7 clause 20 of such Partner Agreement (*Data protection*);
    - 4.4.6.2 do anything which shall harm the reputation of Cyferd, any other Cyferd Group Member, the Cyferd Group, Cyferd's brand and/or the Cyferd Product;
    - 4.4.6.3 make any bad business decision that will or intends to bind Cyferd; and/or
    - 4.4.6.4 use or allow the use (by itself or any other person) of:
      - 4.4.6.4.1 the Cyferd Product;
      - 4.4.6.4.2 any Cyferd's Intellectual Property Rights;
      - 4.4.6.4.3 any Cyferd Materials;
      - 4.4.6.4.4 Internal Only Cyferd Information/ Materials;
      - 4.4.6.4.5 Permitted Cyferd Product Information;
      - 4.4.6.4.6 Permitted Cyferd Promotional Material/Information; and/or
      - 4.4.6.4.7 the **Brand Guidelines** (<https://cyferd.com/cyferdcomm/us/>) (as amended by Cyferd from time to time),
- for any purpose that is not expressly permitted or authorised in accordance with the SSSPA and (in the case of the Cyferd Product and any Cyferd's Intellectual Property Rights) the applicable Cyferd Product Contract (including the MSA).

The foregoing provisions in this **paragraph 4.4** sets *‘the standard that a Model Cyferd Partner would meet and maintain in carrying out its duties and obligations benefiting from its rights as a Cyferd Partner’*.

- 4.5 To be unbecoming of a Model Cyferd Partner would include where the Cyferd Partner in question does not meet and maintain the *standard that a Model Cyferd Partner would meet and maintain in carrying out its duties and obligations benefiting from its rights as a Cyferd Partner*.

**5. Failure to comply with/ breach of this Policy by the Cyferd Partner**

Without limiting anything else herein or in the SSSPA, if a Cyferd Partner fails to comply with and/or otherwise breaches any term(s) of this Policy, then such failure to comply/ breach will be considered to be a material breach by that Cyferd Partner of that Cyferd Partner’s Partner Agreement and that Cyferd Partner’s SSSPA, and for which Cyferd shall be entitled to, without limitation, exercise all available rights and remedies under the SSSPA.

*[End of Policy]*