

## **General Partner Terms and Conditions**

These GENERAL PARTNER TERMS AND CONDITIONS ("General Terms and Conditions") shall govern the Darktrace Partner Program Terms entered into by Darktrace Holdings Limited ("Darktrace") and the partner identified therein ("Partner") (which together with these General Terms and Conditions shall be referred to as the "Agreement").

**1. DEFINITIONS:** Certain capitalized terms used but not defined herein have the meanings set forth in Appendix 1 to these General Terms and Conditions. Darktrace and Partner may be collectively referred to as the "Parties" and each individually as a "Party" to the Agreement.

### **2. APPOINTMENT OF PARTNER**

2.1 Subject to the terms of the Agreement, Darktrace authorizes the Partner to participate in the Darktrace Partner Program and appoints the Partner as a channel partner of Darktrace as described in the applicable Darktrace Partner Program Terms, on a non-exclusive basis in the Territory for the duration of the Term. In the event any information provided by or on behalf of the Partner in respect of its application for the Darktrace Partner Program is found to be untrue or misleading, or such information changes in a material respect during the Term, the Partner shall promptly notify Darktrace and Darktrace may in its absolute discretion either continue the Partner's appointment as a channel partner in the Darktrace Partner Program or terminate such appointment and the Agreement upon written notice to Partner.

### **3. DARKTRACE'S OBLIGATIONS**

3.1 Throughout the Term, Darktrace agrees to:

- 3.1.1 use commercially reasonable efforts to supply the Purchased Offering to Partner or the End User, as applicable, in accordance with the applicable Product Order Form; and
- 3.1.2 provide reasonable sales support to Partner and provide a designated representative to act as a primary contact to Partner for activities in furtherance of the Agreement.

3.2 Subject to the applicable Darktrace Partner Program Terms, Darktrace permits the Partner to access and use, and permit an End User to access and use, the Purchased Offering as agreed with Darktrace in a Product Order Form to the extent required for Partner to perform its obligations under the Agreement. The Partner is not permitted to access and use the Purchased Offering for its own purposes or for any purpose not set out in the Agreement or a Product Order Form.

3.3 Partner shall not, and shall not permit any End User or third party to: (a) modify, create a derivative work of, copy, or otherwise reproduce the Purchased Offering (except as expressly permitted under the Agreement); (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of any software component of the Purchased Offering; or (c) remove any Darktrace Marks, copyright notices, proprietary notices, or labels displayed on the Purchased Offering.

3.4 Darktrace reserves the right to modify the Offering or any Purchased Offering at any time. Darktrace shall use commercially reasonable efforts to provide written notice to Partner of any material modifications at least ninety (90) days in advance including: (a) any discontinuance of component(s) of the Offering or any Purchased Offering; and (b) modification(s) to such component(s) which substantially affect(s) the functionality thereof.

### **4. PARTNER'S OBLIGATIONS**

4.1 Throughout the Term, Partner agrees to:

- 4.1.1 act conscientiously and in good faith, follow all of Darktrace's reasonable instructions and not allow its own interests to conflict with its duties to Darktrace under the Agreement;
- 4.1.2 conduct business in a manner that reflects favorably on Darktrace and the Offering and the good name, goodwill and reputation of Darktrace;
- 4.1.3 maintain, at its own expense, appropriate premises, offices, stores, displays and administration facilities and systems necessary to carry out its duties under the Agreement;
- 4.1.4 make no false, misleading or disparaging representations, advertisements or statements about Darktrace or the Offering;
- 4.1.5 make no representations, warranties or guarantees to End Users, potential End Users or to the trade with respect to the specifications, features or capabilities of the Offering on behalf of Darktrace or that are inconsistent with the literature distributed by Darktrace; and
- 4.1.6 comply with all applicable terms and conditions of the Darktrace Partner Program Guide, which is hereby incorporated into and forms a part of these General Terms and Conditions.

## 5. ORDER PROCESS

- 5.1 Throughout the Term, the Partner may submit to Darktrace order(s) for Offering(s) to be provided to End User(s) (or to Partner, if applicable). Partner shall provide all information required for each order and use best efforts to ensure that all information submitted to Darktrace in connection with each order is accurate and complete. Each order shall be subject to review and acceptance by Darktrace in its sole discretion, and Darktrace reserves the right to conduct End User verification before any order is accepted.
- 5.2 In the event that Darktrace accepts an order, the Parties shall execute an order form (each such executed order form, a “Product Order Form”). Until the applicable Product Order Form is executed by both Parties: (a) no order shall be binding on the Parties; and (b) Darktrace shall not be required to provide any Offering to Partner or any End User. Once executed by both Parties, each Product Order Form shall form a part of the Agreement. It is the Partner’s responsibility to ensure that all material terms in its agreement with the End User are in the Product Order Form. The Partner remains liable for all the obligations in the Product Order Form even in the event the End User doesn’t pay or has different terms in its agreement with the Partner.
- 5.3 Any order forms (other than a Product Order Form) or other correspondence that the Parties may use for the fulfilment of ordering the Offering or otherwise for administering the Agreement shall be for administrative convenience only and any terms and conditions included in such forms shall have no effect and shall not modify or otherwise form part of the Agreement (even if such forms state otherwise and including any terms provided by the Partner or End User or any provided with any purchase order).
- 5.4 Darktrace shall provide the Purchased Offering solely to Partner or the End User in accordance with the terms of the applicable Product Order Form, and pursuant to the Agreement.

## 6. TRADEMARKS

- 6.1 Subject to the terms of the Agreement, Darktrace hereby grants to Partner a non-exclusive, royalty-free, non-transferable (except as set forth in Clause 16.3) and non-sublicensable license to use Darktrace's trademarks and logos, whether registered or unregistered, and any markings, colors, logos or other insignia used in connection with the Offering (collectively, “Darktrace Marks”) solely in connection with the performance of Partner’s obligations under the Agreement [and Partner’s permitted use of the Offering] and strictly in accordance with Darktrace’s Trademark Policy and Darktrace Style Guidelines available on the Darktrace Partner Portal. Partner hereby acknowledges and agrees that the Darktrace Marks are proprietary to Darktrace.
- 6.2 Subject to the terms of the Agreement, Partner hereby grants to Darktrace and its Affiliates a non-exclusive, royalty-free, non-transferable (except as set forth in Clause 16.3) and non-sublicensable license to use Partner’s trademarks and logos, whether registered or unregistered, used in connection with Partner’s business (collectively “Partner Marks” and together with the Darktrace Marks, the “Marks”) solely in connection with the performance of Darktrace’s obligations under the Agreement, and in accordance with Partner’s guidelines and policies on such use, as provided in writing to Darktrace by Partner. Darktrace hereby acknowledges and agrees that the Partner Marks are proprietary to Partner.
- 6.3 Neither Party shall, during or after the Term, claim any ownership or similar interest in any of the other Party's Marks. Partner shall not attempt to register, in any trademark office or entity of similar authority, any Darktrace Mark or substantially similar mark. Partner shall not register any domain name containing any Darktrace Mark or any domain name that is similar to or otherwise includes a slight misspelling of or deviation from any Darktrace Mark. Partner agrees that it shall promptly assign to Darktrace any such registered domain names at Darktrace’s request. Partner acknowledges and agrees that the Darktrace Marks have a unique character giving them a particular value, the loss of which cannot reasonably or adequately be compensated for by monetary damages, and that the violation of the provisions hereof concerning the same or of such is likely to cause Darktrace irreparable damage and injury. Therefore, Partner expressly agrees that Darktrace shall be entitled to equitable relief to prevent or cure any actual or threatened violation or infringement of the Darktrace Marks.

## 7. FEES AND PAYMENT

- 7.1 Partner shall pay to Darktrace the Fees set forth in each Product Order Form. FEES ARE NON-REFUNDABLE AND NON-CANCELLABLE including if any Product Order Form is terminated early in accordance with the Agreement. PARTNER ACKNOWLEDGES AND AGREES THAT PARTNER IS LIABLE FOR ALL FEES SET FORTH IN A PRODUCT ORDER FORM, INCLUDING IF THE APPLICABLE END USER (OR TIER II RESELLER IF APPLICABLE) FAILS TO PAY PARTNER THE AMOUNTS CHARGED BY PARTNER TO END USER (OR TIER II RESELLER IF APPLICABLE). No credits shall be made for the return of defective parts of the Offering except as otherwise provided in the Agreement. Partner has the right to determine the prices it charges End Users (and Tier II Resellers if applicable) for the Purchased Offering.
- 7.2 Partner shall make payments to Darktrace within thirty (30) calendar days (unless otherwise agreed in a Product Order Form) of Darktrace issuing Partner an invoice submitted by email in accordance with the Agreement. Unless agreed otherwise in a Product Order Form, Darktrace is entitled to issue an invoice upon the first date of delivery of the Purchased Offering under a Product Order Form. To the extent Partner fails to make any payment when due, without prejudice to its other rights or remedies under the Agreement or at law, Darktrace may: (a) demand that Partner make full or partial payment in advance, provide bills of exchange or bank guarantees for Darktrace’s benefit, or provide other satisfactory security or guarantees that invoices shall be promptly paid when due; (b) charge interest at the annual rate of 2% above the base rate of HSBC Bank plc. (or, if lower, at the highest rate permissible by applicable law); (c) charge for costs incurred by Darktrace in collection of unpaid

Fees (including reasonable attorneys' fees related to the same); and/or (d) suspend Partner's (and, if applicable, its Tier II Resellers') and/or End User's access to the relevant Purchased Offering, as applicable, until payment is made in full. Darktrace may further suspend review and reject any open Partner's orders.

- 7.3 All Fees are exclusive of sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale of the Offering unless otherwise agreed in a Product Order Form. Partner shall pay all taxes and other duties assessed in connection with the Agreement, excluding taxes based on Darktrace's income. Any such taxes or duties shall be added to the price or subsequently invoiced to Partner. Should Partner be required under any law or regulation of any governmental entity or authority outside of the United Kingdom to withhold or deduct any portion of the payments due to Darktrace, then Partner shall increase the sum payable to Darktrace by the amount necessary to yield to Darktrace an amount equal to the sum Darktrace would have received had no withholdings or deductions been made.
- 7.4 Darktrace reserves the right to increase the Fees payable by the Partner under any Product Order Form: (a) on thirty (30) days' prior written notice in the sole event that the Cloud Provider increases the charges or fees payable by Darktrace to such Cloud Provider for services necessary for or related to the applicable Purchased Offering, provided that such increase shall be proportionate to the increase charged by the Cloud Provider; (b) once per year on not less than sixty (60) days' prior written notice, with any such adjustment taking effect from the next anniversary of the date specified in the Product Order Form as the "Commencement Date"; and (c) if there is any change to the End User's network or infrastructure after the Product Order Form is executed, and such change results in a cost to Darktrace, Darktrace shall be entitled to charge such cost to the Partner.
- 7.5 Partner has no right to set-off Fees under any Product Order Form against any other Product Order Forms or other transactions with Darktrace. Darktrace shall have the right to set-off any amounts owed to the Partner against Fees or any other outstanding invoices due and payable by the Partner to Darktrace under the Agreement.
- 7.6 Unless specifically agreed to in a Product Order Form, all costs and expenses incurred by either Party in the performance of the Agreement, including travel and lodging expenses, shall be the sole responsibility of the Party incurring the expenses.

## **8. DELIVERY**

- 8.1 Partner shall be responsible for preparing (or for requiring End User to prepare) the delivery location for the delivery of the Appliance(s) and for the provision of all necessary access and facilities reasonably required to deliver and install the Appliance(s). If Darktrace is prevented from carrying out delivery or installation of any Appliance because no such preparation has been carried out, Darktrace may levy additional charges to recover its loss arising from such event.
- 8.2 Darktrace shall use commercially reasonable efforts to ship the Appliance(s) on the delivery date(s) agreed in writing with the Partner, provided, however, that Partner's sole and exclusive remedy for any delay in delivery or for failure to give notice of delay shall be for Darktrace to make such delivery as soon as practicable thereafter. Darktrace is not liable for the acts or omissions of any third party courier or shipping provider. Darktrace may withhold or delay shipment of any order if Partner is late in payment of any Fees or is otherwise in default under the Agreement. Darktrace shall deliver the Appliance(s) FCA (Incoterms 2010) to the site(s) specified in the Product Order Form. Unless otherwise set out in the applicable Product Order Form or agreed in writing by the Parties, Darktrace shall ship by the method of its choice. Unless otherwise set out in the applicable Product Order Form, Partner shall pay and be exclusively liable for all costs associated with shipping and delivery, including freight, shipping, customs charges and expenses, cost of special packaging or handling and insurance premiums incurred by Darktrace in connection with the shipment of the Appliance(s). Darktrace shall identify itself in all documents related to the shipment of the Appliance(s) as the exporter of record from the applicable jurisdiction of export, and Partner (or its agent, as applicable) as the importer of record into the country of delivery. Darktrace agrees to provide Partner with reasonable assistance and support relating to the import of the Appliance(s).
- 8.3 The Appliance(s) shall be packed in accordance with Darktrace's standard practices unless alternative packing specifications are set out in the applicable Product Order Form or agreed in writing by the Parties.
- 8.4 Unless otherwise set out in the applicable Product Order Form or agreed in writing by the Parties, title to any Appliance (and all components thereof) shall remain with Darktrace at all times. At the end of the term of each Product Order Form, Partner shall (or, if applicable, shall cause the End User to) return the Appliance(s) to Darktrace, securely and properly packaged, with carriage (and insurance at Partner's option) prepaid. Without limiting the foregoing, Partner shall take the actions requested by Darktrace and cooperate with Darktrace to ensure that any Appliance(s) in End Users' possession is returned to Darktrace as set forth in this Section. Whilst each Appliance is in Partner's or End User's possession, Partner shall (or, if applicable, shall cause the End User to): (a) clearly designate the Appliance as Darktrace's property; (b) hold the Appliance on a fiduciary basis as Darktrace's bailee; (c) store and use the Appliance in a proper manner in conditions which adequately protect and preserve the Appliance; (d) insure the Appliance to its full replacement value against all risks; and (e) not sell, charge, pledge, mortgage or otherwise dispose of the Appliance or any part of it or permit any lien to arise over the Appliance (or part thereof) and keep the Appliance free from distress, execution and other legal process.

## **9. TERM AND TERMINATION**

- 9.1 The Agreement is effective from the Effective Date and shall remain in force until terminated in accordance with General Terms and Conditions or as otherwise specified in the applicable Darktrace Partner Program Terms (the "Term"). The term of

each Product Order Form shall be as specified therein.

- 9.2 The Agreement may be terminated by either Party for convenience upon thirty (30) days' written notice to the other Party, provided that each Product Order Form which is in effect on the termination date shall continue in effect in accordance with its terms and the Agreement for the duration of the term specified therein. A Product Order Form may not be terminated for convenience except: (a) with respect to Purchased Offering(s) provided by Darktrace for evaluation purposes, which either Party may terminate for convenience upon written notice to the other Party; and (b) if the Agreement is terminated for convenience and the Partner does not have a valid Partner-End User Agreement (as determined by Darktrace), in which case Darktrace has the right to terminate the applicable Product Order Form(s) upon written notice to Partner.
- 9.3 Either Party may terminate the Agreement (including all Product Order Forms) with immediate effect, by giving notice to the other Party, if the other Party commits any material breach of the Agreement and does not remedy the breach (if such breach is capable of remedy) within thirty (30) days of written notice of the breach being given by the non-defaulting Party. If such material breach affects only specific Product Order Form(s), or if a Party commits a material breach of specific Product Order Form(s) and fails to remedy it as set forth in this Clause, the non-defaulting Party may choose to terminate only the affected Product Order Form(s), in which case the Agreement and any non-affected Product Order Form(s) shall remain in effect in accordance with their terms.
- 9.4 Either Party may further terminate the Agreement (including all Product Order Forms), with immediate effect, by giving notice to the other Party, if an order is made or an effective resolution is passed for the dissolution or winding up of the other Party, except for the purposes of an amalgamation, merger or restructuring; a lien holder takes possession of, or a receiver is appointed over, the whole or a part of the undertakings or assets of the other Party; the other Party becomes insolvent or makes any special arrangements, composition or assignment for the benefit of its creditors, or is the subject of a voluntary or involuntary filing under the insolvency or bankruptcy laws of any jurisdiction; or an administrative order is made in relation to the other Party or that other Party makes an application to a court of competent jurisdiction for protection from its creditors generally.
- 9.5 Upon termination of the Agreement for any reason:
- 9.5.1 Partner shall discontinue all further promotion, marketing, use and support of the Offering, or as the case may be, the Purchased Offering, and shall cease all display, advertising, and use of all the Darktrace Marks;
  - 9.5.2 Partner shall promptly return all Darktrace's advertising materials and other printed materials or Documentation in its possession or under its control which contain or bear any Darktrace Marks, all copies of any component of the Offering supplied by Darktrace to Partner for the purposes of evaluation or demonstration;
  - 9.5.3 Each Party shall promptly return all Confidential Information of the other Party in its possession or control (however stored and in any medium whatsoever) except that, in lieu of return, each Party may destroy any copies of such Confidential Information, including permanent removal of such Confidential Information from any hard drive or other storage device or hosting environment that are on such Party's possession or control, and, upon request, provide to the other Party an officer's certificate confirming such return or destruction;
  - 9.5.4 Neither Party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other, or for any compensation to the other, arising from or incidental to any termination of the Agreement by such Party in compliance with the terms of the Agreement, whether or not such party is aware of any such damage, loss or expenses, provided that termination shall not relieve either Party of any obligations incurred prior to the effective date of termination, including the obligation of Partner to pay Darktrace for the Offering purchased prior to such termination; and
- 9.6 Upon termination of a Product Order Form for any reason, any Fees payable by Partner to Darktrace under such Product Order Form shall become immediately due.
- 9.7 The provisions of Clauses 1, 7, 8, 9, 10, 12, 13, 15 and 16 of these General Terms and Conditions shall survive the expiration or termination of the Agreement for any reason.

## **10. INTELLECTUAL PROPERTY OWNERSHIP**

- 10.1 Partner acknowledges that, as between the Parties, Darktrace shall have sole and exclusive ownership of all right, title, and interest in and to, the Darktrace Intellectual Property, including all Intellectual Property Rights therein. The Agreement does not provide Partner or any End User with rights to the Darktrace Intellectual Property (whether by implication, estoppel, exhaustion or otherwise) other than as express set forth herein. Partner shall promptly notify Darktrace in writing upon discovery of any unauthorized use of any Offering and/or infringement of Darktrace's Intellectual Property Rights or other proprietary rights therein.
- 10.2 Partner agrees and acknowledges that it is prohibited from seeking, applying for or obtaining any patent based on the Darktrace Intellectual Property.
- 10.3 Darktrace acknowledges that, as between the Parties, Partner owns all right, title and interest in the pre-existing valued-added software and/or services of Partner, which were not created or derived from Darktrace Intellectual Property ("Partner Intellectual Property"). Nothing in the Agreement shall confer on Darktrace any right of ownership in such Partner Intellectual Property.

## 11. DATA PROTECTION AND SECURITY

- 11.1 In the event that Partner has access to any End User Data in connection with the Agreement, Partner shall: (a) use such End User Data only to enable provision of the applicable Purchased Offering to the applicable End User and perform its obligations under the Agreement; and (b) comply with the minimum Technical Requirements Policy set forth in [Appendix 3](#) throughout the Term. Partner further acknowledges and agrees that Partner or its End Users (as applicable) shall be solely responsible for proper back-up of all such End User Data and that Partner or its End Users shall take appropriate measures to protect such End User Data. Darktrace assumes no liability or responsibility whatsoever if any End User Data is lost or corrupted.
- 11.2 In the event that Partner has access to End User(s)' personal data in connection with the Agreement:
- 11.2.1 The Parties shall comply with their respective obligations as set out in the Data Processing Addendum, which is hereby incorporated into and forms a part of these General Terms and Conditions;
- 11.2.2 Partner, upon receiving reasonable written notice from Darktrace, shall permit Darktrace, or an independent third-party auditor appointed by Darktrace, access to Partner's premises at any time during normal business hours for the sole purpose of inspecting, auditing, verifying or monitoring the manner and performance of Partner's obligations under the Agreement. Darktrace shall not be able to exercise this right more than twice in each calendar year.
- 11.3 Any breach of this [Clause 11](#) by Partner shall permit Darktrace to (i) immediately terminate the Agreement or any or all Product Order Forms, or (ii) take any other action that Darktrace considers necessary or prudent to mitigate the risk associated with such breach by Partner.

## 12. REPRESENTATIONS AND WARRANTIES; INDEMNITY

### 12.1 Each Party represents and warrants to the other Party that:

- 12.1.1 it is duly organized, validly existing and in good standing under its jurisdiction of organization and has the right to enter into the Agreement;
- 12.1.2 the execution, delivery and performance of the Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party and constitute a valid and binding agreement with such Party; and
- 12.1.3 it complies and shall comply throughout the Term with all Applicable Laws related to the subject matter of the Agreement in the performance of its obligations and exercise of its rights hereunder.

### 12.2 Partner further represents and warrants to Darktrace that:

- 12.2.1 it is, and shall remain, financially viable and able to fulfil all of its obligations contained in the Agreement;
- 12.2.2 the execution, delivery and performance of the Agreement by Partner does not and shall not violate, create a default under or breach any agreement, contract, license, or permit, to which Partner or any of its principals is a party or is subject;
- 12.2.3 it has and shall maintain throughout the Term all licenses, registrations, permits or approvals necessary for performance of its obligations under the Agreement;
- 12.2.4 it shall not incorporate or integrate the Offering or any Purchased Offering (or any component thereof) in or on any other hardware or software products without obtaining Darktrace's prior written approval and signing the appropriate documentation as may be required by Darktrace. Requests for interface information to achieve interoperability between an independent software or hardware program (including Partner's program) and the Offering or any Purchased Offering must be addressed to Darktrace and agreed in writing in advance; and
- 12.2.5 it shall not use the Offering or any Purchased Offering for the purposes of competing with Darktrace, including the gathering of competitive intelligence.

### 12.3 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER DARKTRACE NOR ANY OF ITS THIRD PARTY LICENSORS AND SUPPLIERS MAKES ANY WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RELATION TO ANY OFFERING, PURCHASED OFFERING OR THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THOSE ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

### 12.4 Partner shall, at Partner's own expense, defend Darktrace, its Affiliates and their respective officers, directors, employees, agents and representatives (the "[Darktrace Indemnitees](#)") from and against any claim, suit or proceeding brought by a third party ("[Claim](#)") arising from or in connection with: (a) Partner's gross negligence, willful misconduct or fraud; (b) any misrepresentation or false or misleading warranty made by Partner with respect to the Offering or Darktrace; (c) the provision of any services or products by Partner to End Users (except to the extent caused by the Offering); (d) any breach by Partner of its representations, warranties or obligations under the Agreement; (e) any violation of Applicable Laws by Partner; (f) any claim that the use of the Partner Marks by Darktrace or its Affiliates in accordance with the Agreement infringes or violates any

third party's Intellectual Property Rights; or (f) the custody, use, processing or disposition of any End User Data by Partner; and in each case, shall indemnify and hold harmless the Darktrace Indemnitees against any liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) resulting from such Claim.

### 13. LIMITATION OF LIABILITY

- 13.1 Subject to [Clause 13.3](#), in no event shall each Party's total cumulative liability to the other Party arising from all claims under or related to the Agreement (a) in connection with a breach of such Party's obligations under the Data Processing Addendum or [Clause 11](#) (Data Protection and Security), exceed the greater of: (i) three times (3x) the Fees actually paid by Partner to Darktrace in the twelve (12)-month period immediately preceding the first event giving rise to the applicable claim, or (ii) two hundred and fifty thousand pounds sterling (£250,000) (the "[Enhanced Cap](#)"); and (b) in all other cases, exceed the Fees actually paid by Partner to Darktrace in the twelve (12)-month period immediately preceding the first event giving rise to the applicable claim (the "[General Cap](#)"); in each case, less all amounts paid by such Party to the other Party for all past claims of any kind made under or related to the Agreement. The limitations and exclusions in this Clause shall apply regardless of the legal or equitable theory on which the claim or liability is based, and whether or not a Party was advised of the possibility of such loss or damage. Similarly, the caps are not cumulative and if a Party recovers amounts pursuant to one or more claims subject to the General Cap and/or the Enhanced Cap, those amounts shall be deducted from each cap.
- 13.2 Subject to [Clause 13.3](#), neither Party shall be liable to the other for any indirect, incidental, special, exemplary, punitive or consequential loss or damage, any loss of income, profits, or revenue, any loss of goodwill or reputation, any loss, corruption or damage to data, any loss of management time, any business interruption, or the cost of cover or substitute services, arising out of or in connection with the Agreement, regardless of the legal or equitable theory on which the claim or liability is based, and whether or not such Party was advised of the possibility of such loss, corruption or damage.
- 13.3 Nothing in the Agreement shall exclude or limit either Party's liability for: (a) death or personal injury due to negligence; (b) fraud or willful misconduct; (c) any breach of [Clause 3.3](#) or [Clause 15](#) (Confidentiality), except as it pertains to End Users' personal data; (d) indemnity obligations under [Clause 12.4](#); (e) payment of Fees due under the Agreement; or (f) for any other matter in respect of which liability cannot lawfully be limited or excluded.

### 14. COMPLIANCE

#### 14.1 [General; Code of Business Conduct.](#)

- 14.1.1 Darktrace adheres to a set of values and guidelines promoting actions and behaviors respecting people (including, in particular, clients, employees and shareholders), as further described on the Darktrace's Partner Portal (the "[Darktrace Guidelines](#)").
- 14.1.2 Darktrace requires its Partners to exhibit the highest level of social responsibilities in Partner's conduct and to comply with all laws in relation to equality and diversity, anti-slavery and health and safety.
- 14.1.3 Partner hereby: (a) confirms that it has read and understands the Darktrace Code of Business Conduct (which current version is attached as [Appendix 2](#)), and which Darktrace may update from time to time by posting a new version on Darktrace's Partner Portal, as well as the Darktrace [Guidelines](#); and (b) agrees to comply with Darktrace Code of Business Conduct and the Darktrace [Guidelines](#) throughout the Term.

#### 14.2 [Corruption Prevention](#)

- 14.2.1 Partner acknowledges that Darktrace: (a) is committed to conducting business fairly and honorably, with integrity and honesty, and in compliance with all Applicable Laws; (b) adopts a zero-tolerance policy to corruption in all of its business activities and requires its third- party representatives to comply with applicable anti-bribery laws and share Darktrace's commitment to transparent business practices.
- 14.2.2 Partner shall comply with, and shall require that all of its Associated Persons and employees comply with all laws on the prevention of corruption applicable to Partner in the country(ies) in which Partner operates, as well as with the provisions of the Foreign Corrupt Practices Act and the UK Bribery Act 2010, each as may be amended from time to time. Without limitation to the foregoing, during the term of the Agreement, Partner:
- (a) shall maintain accurate, complete and transparent accounting records;
  - (b) shall not offer or provide, and shall require that its Associated Persons and employees do not offer or provide, to any individual or entity, an advantage, financial or otherwise, in order or with the intention to obtain any specific business advantage in return or to induce improper behavior; and
  - (c) shall not offer any gift, meal, entertainment, travel or other advantage, nor make any charitable donation or political contribution to Darktrace customers or prospects or otherwise on behalf of Darktrace without the prior approval of Darktrace.

#### 14.3 [Economic Sanctions Programs](#)

The Parties agree that the Agreement and their activities thereunder shall comply with the restrictions, bans, prohibitions or license/authorization requirements on trade or finance under the laws and regulations of the United States, the European

Union and its member states, and/or of other relevant countries (collectively the “Trade Control Rules”).

Partner represents and warrants that neither itself nor any of its Associated Persons has been or is:

- (a) listed by any government agency as being debarred, suspended, proposed for suspension or debarment or otherwise ineligible for participation in government procurement programs or other government projects;
- (b) subject to any international trade or finance sanctions or embargoes;
- (c) listed on any watch list or consolidated list maintained for the purpose of enforcing international trade or finance sanctions; or
- (d) suspended, revoked, or denied its import and/or export capacities or privileges.

Partner shall notify Darktrace immediately if it or any of its Associated Persons ceases to comply with one of the above representations and warranties at any time during the Term. In such case, or if otherwise necessary in order for Darktrace to comply with any Trade Control Rules, Darktrace shall be entitled, in its sole discretion and without liability to Partner, to immediately suspend or terminate any of its obligations, the Offering, the Purchased Offering and/or the Agreement.

**14.4 Implementation by Partner.** Partner represents and warrants that it has implemented all necessary and appropriate measures in order to ensure its compliance with its obligations under this Clause 14 and Partner shall ensure that such measures are maintained and properly applied during the Term. Partner shall immediately inform Darktrace of any issues Partner has, or believes it shall have, in complying with its obligations under this Clause 14. Upon Darktrace’s request, Partner shall inform Darktrace of the measures it has taken to ensure compliance with its obligations under this Clause 14. If Darktrace has reasonable cause to believe that Partner is in breach of its obligations under this Clause 14, Partner shall, promptly upon Darktrace’s request, provide to Darktrace all further documentation reasonably necessary to demonstrate its compliance with its obligations under this Clause 14. Darktrace reserves the right to audit Partner, directly or by a third party, at Partner’s cost, if Partner fails to provide appropriate documentation within a reasonable timeframe. Any breach of this Clause 14 shall permit Darktrace to immediately terminate the Agreement and any or all Product Order Forms.

## **15. CONFIDENTIALITY**

Each Party shall treat the other Party’s Confidential Information as confidential. Confidential Information of one Party (the “Disclosing Party”) may only be used by the other Party (the “Receiving Party”) for the purpose of fulfilling obligations or exercising rights under the Agreement, and may only be shared with employees, agents or contractors of the Receiving Party who have a need to know such information to support such purpose (“Representatives”). Each Party agrees to require that Representatives that receive Confidential Information are bound by contractual obligations equivalent to those in this Clause 15. Notwithstanding the foregoing, the Receiving Party shall remain liable for the acts or omissions of its Representatives that violate the terms of this Clause 15. Confidential Information shall be protected using a reasonable degree of care to prevent unauthorized use or disclosure for five (5) years from the date of receipt or, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), for such period as the information remains subject to trade secret protection under applicable law. These obligations do not cover, and Confidential Information does not include, information that: (a) was known or becomes known to the Receiving Party on a non-confidential basis from a third party, provided that: (i) the Receiving Party has no knowledge that the third party is subject to a confidentiality agreement with the Disclosing Party in respect of the information; and (ii) such information is not of a type or character that a reasonable person would have regarded it as confidential; (b) is independently developed by the Receiving Party without violating the Disclosing Party’s rights; (c) is or becomes publicly known other than through disclosure by the Receiving Party or one of its Representatives in breach of the Agreement; or (d) was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party. A Party may disclose Confidential Information to the extent disclosure is required by law or a governmental agency provided that, to the extent it is lawful to do so, the Receiving Party notifies the Disclosing Party of the request giving it reasonable opportunity to respond, and cooperates with the Disclosing Party’s reasonable and lawful efforts to resist, limit or delay disclosure at the Disclosing Party’s expense and, except for making such required disclosure, such information shall otherwise continue to be Confidential Information. On termination of the Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party.

## **16. GENERAL**

**16.1 Notices.** All notices under the Agreement shall be sufficient if sent by certified mail, return receipt requested, or email (with receipt confirmed) to the Parties at the respective addresses or emails set forth in the Agreement or to such other address or emails as a Party has designated by notice to the other Party.

**16.2 Subcontracting.** Partner shall have the right to subcontract any work to be performed hereunder provided that it has obtained the prior written consent of Darktrace and provided further that Partner remains liable for any work performed by a subcontractor and that any act or omission of a subcontractor shall be considered as an act or omission of Partner hereunder.

**16.3 Assignment.** A Party shall not assign or transfer the Agreement or otherwise dispose of its rights and obligations under the Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, Darktrace may assign or transfer the Agreement without Partner’s consent to an Affiliate or

a third party that succeeds to all or substantially all of Darktrace's business and assets relating to the subject matter of the Agreement, whether by sale, merger, operation of law or otherwise. Any attempt to assign the Agreement in violation of the foregoing shall be null and void. Subject to the foregoing, the Agreement binds the Parties and their respective successors and permitted assigns.

- 16.4 **Severability.** If any provision of the Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, that provision shall be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, the remaining provisions of the Agreement shall continue in full force.
- 16.5 **Relationship of Parties.** The relationship of the Parties is that of independent contractors and each Party is solely responsible for its own actions. The Agreement does not establish an agency relationship, a partnership or a joint venture between the Parties and neither Party shall have the power or capacity to bind the other Party or otherwise act on behalf of the other Party. For clarity, the term "Partner" as used in the Agreement has no independent legal significance.
- 16.6 **End User verification and contact.** Partner acknowledges and agrees that Darktrace may contact the End User for confirmation of the order, executive business reviews by Darktrace, and/or confirmation of payment to Partner. This clause does not apply to MSSP Partners.
- 16.7 **Audit.** Partner shall comply with any request from Darktrace for a copy of the agreement between Partner and End User. Partner shall send all agreements to Darktrace within five (5) business days. All pricing shall be removed from the agreement before it is sent to Darktrace.
- 16.8 **Insurance.** Partner shall maintain during the Term the following insurance ("**Required Insurance**") to be carried with responsible insurance companies of recognized standing which are authorized to do business in the Territory and are rated "A VIII" or better by A.M. Best:
- 16.8.1 Worker's compensation and employers' liability insurance as prescribed by Applicable Laws;
- 16.8.2 Commercial general liability insurance (bodily injury, product liability and property damage) with contractual liability insurance to cover liability assumed under the Agreement and the limits of such insurance shall not be less than USD\$1,000,000 per occurrence and USD\$2,000,000 annual aggregate; and
- 16.8.3 Professional indemnity insurance, the limits of liability of which shall not be less than USD\$5,000,000 per occurrence.
- Partner shall deliver promptly to Darktrace certificates of insurance made out by the applicable insurer(s) or their authorized agents for the insurance required under this Clause and for any material policy amendments thereto. Partner shall provide written notice to Darktrace as soon as reasonably practicable, but in no event less than ten (10) business days, after being given notice of any termination, non-renewal or cancellation or any material change in coverage or deductibles by Partner's insurer. Within five (5) business days of the Effective Date and every year thereafter, Darktrace shall deliver a certificate to Partner evidencing "Indemnity to Principal" provisions in Darktrace insurance policies. The Required Insurance effected or procured by Partner shall not reduce or limit Partner's obligation to indemnify and defend Darktrace for claims made or suits brought which result from, or in connection with, the performance of the Agreement.
- 16.9 **Non-Exclusive Remedies.** Except as expressly set forth in the Agreement, the exercise by either Party of any remedy under the Agreement shall be without prejudice to its other remedies under the Agreement or otherwise.
- 16.10 **No Waiver.** Failure or delay by either Party in exercising any right or enforcing any provision under the Agreement shall not constitute a waiver of that or any other right or provision. No waiver of any provision of the Agreement shall be effective unless it is in writing and signed by the Party granting the waiver.
- 16.11 **Governing Law.** Any dispute or claim relating in any way to the Agreement shall be governed by the Governing Law defined in the table below and adjudicated: (a) in the Governing Courts defined in the table below, in which case each Party consents to the exclusive jurisdiction and venue thereof; or (b) by final and binding arbitration; in each case, as defined in the table below. Notwithstanding the foregoing: (i) each Party may enforce its or its Affiliates' Intellectual Property Rights in any court of competent jurisdiction, including to seek injunction, specific performance and any other relief that may be available from any such court; and (ii) Darktrace or its Affiliates may bring suit for payment in the country where the Partner is located. Where arbitration applies it shall be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the "**ICC**") by three arbitrators in accordance with said Rules. The award shall be final and binding on the Parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. Partner and Darktrace agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Partner location (as stated in the Darktrace Partner Program Terms)	Governing Law	Governing Courts / Arbitration
United Kingdom	The laws of England & Wales	The courts of England & Wales



United States of America	The laws of the State of California, without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction	The state or federal courts in San Francisco, California
None of the above	The laws of England & Wales	Arbitration at the ICC in London

- 16.12 Force Majeure. Neither Party shall be liable for any failure or delay in performing obligations under the Agreement (except for any payment obligations), to the extent caused by an event beyond such Party's reasonable control, including riots, natural catastrophes, pandemics, endemics, war, terrorist acts, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, governmental action or other acts of god (each, a "Force Majeure Event") and such non-performance or delay could not have been avoided by the non-performing Party through commercially reasonable precautions and cannot be overcome by the non-performing Party through commercially reasonable substitute services, alternate sources, workarounds or other means. During the continuation of a Force Majeure Event, the non-performing Party shall use commercially reasonable efforts to overcome the Force Majeure Event and, to the extent it is able, continue to perform its obligations under the Agreement.
- 16.13 Equitable Remedies. Partner agrees that, notwithstanding any other provision of the Agreement, its breach or threatened breach of Clause 15 of the Agreement or violation of any Darktrace's Intellectual Property Rights may cause Darktrace irreparable damage for which recovery of monetary damages would be inadequate, and that Darktrace shall be entitled to seek timely injunctive relief to protect its rights and enforce Partner's obligations under the Agreement in addition to any other remedy available at law.
- 16.14 Rights of Third Parties. The provisions of the Agreement concerning restrictions on usage of the Offering and Purchased Offering and protection of Intellectual Property Rights are for the benefit of and may be enforced by each of Darktrace and any Darktrace Affiliate. Except for the foregoing sentence and as expressly set out in the Agreement, a person who is not a Party to the Agreement may not enforce any of its terms, including under the Contracts (Rights of Third Parties) Act 1999.
- 16.15 Counterparts. The Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same agreement. Transmission of the executed counterpart of the Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Agreement or Schedule, as applicable.

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## Appendix 1 – Definitions

1.1. Except where the context otherwise requires, in the Agreement, the following terms shall have the following meanings:

<b>"Affiliate"</b>	means a company that Controls, is Controlled by or is under common Control with a Party to the Agreement;
<b>"Appliance"</b>	means the Software, or Software combined with any hardware device (including embedded firmware) shipped and installed as part the provision of any Service(s), as more fully described on the Datasheet;
<b>"Applicable Laws"</b>	means all applicable international, domestic and local laws, ordinances, regulations and orders applicable to a Party's performance under the Agreement;
<b>"Associated Person"</b>	has the meaning given to in the UK Bribery Act 2010;
<b>"Cloud Provider"</b>	means Microsoft Azure, Amazon Web Services or Google Cloud Platform, as specified on the Product Order Form.
<b>"Confidential Information"</b>	means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, Intellectual Property and know-how of a Party and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential") and information that ought reasonably be considered to be confidential given its nature or circumstances of disclosure, but in all circumstances excludes any Personal Data;
<b>"Control"</b>	means (a) ownership, individually or jointly, directly or indirectly, of at least 50% of the voting power, voting stock or other vesting interest of a Party or (b) possession, individually or jointly, directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to a Party, whether through ownership of securities, by contract or otherwise;
<b>"Darktrace Group"</b>	means Darktrace and all Darktrace Affiliates;
<b>"Darktrace Intellectual Property"</b>	means the Offering, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Offering, all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship);
<b>"Darktrace Partner Portal"</b>	means the web-based portal containing Darktrace Partner Program specifics;
<b>"Darktrace Partner Program"</b>	means Darktrace's program of allowing channel partners to make referrals, resell and/or distribute the Offering;
<b>"Darktrace Partner Program Guide"</b>	means the document (s) titled Darktrace Partner Program Guide available at the Darktrace Partner Portal, as amended by Darktrace from time to time
<b>"Darktrace Partner Program Terms"</b>	means the agreement entered into by Darktrace and Partner that reference these General Terms and Conditions and which can be any of the following: (a) Darktrace Partner Program – Referral Terms; (b) Darktrace Partner Program – Resale Terms; (c) Darktrace Partner Program – Distribution Terms; (d) Darktrace Partner Program – MSSP Terms; or (e) other such terms identified as "Darktrace Partner Program Terms" by Darktrace from time to time.
<b>"Data Processing Addendum"</b>	means the document titled Data Processing Addendum available at <a href="https://www.darktrace.com/en/resources/legal-partner-terms.pdf">https://www.darktrace.com/en/resources/legal-partner-terms.pdf</a> which sets out the Parties' responsibilities in respect of any End User's personal data processed pursuant to the Offering, as amended by Darktrace from time to time;
<b>"Datasheet"</b>	means the document(s) describing and providing the specification for the Appliance(s), Software and/or Service(s), as applicable and as may be updated by Darktrace from time to time;

<b>"Documentation"</b>	means the technical instructions and user guides relating to the Offering, whether in printed or electronic format, provided by Darktrace at the time of delivery of the applicable component of the Offering or embedded in the Offering itself and including updates thereto;
<b>"End User"</b>	means an unaffiliated, third-party customer of Partner (or Tier II Reseller, as applicable), to which the Purchased Offering is provided for use in the regular course of such entity's internal business or personal use and not for resale or sublicensing by such person or entity;
<b>"End User Data"</b>	means all data and information provided by End User to, or accessible by, Darktrace and/or Partner under the Agreement in connection with the provision of any Purchased Offering (which may include information about network traffic on End User's network (metrics) or log/metadata collection, as well as the raw packet capture data from End User's network);
<b>"Effective Date"</b>	has the meaning given to it in the applicable Darktrace Partner Program Terms;
<b>"Fee(s)"</b>	means the fee(s), charge(s) and other amounts payable to Darktrace under the Agreement, as set forth in each Product Order Form;
<b>"Intellectual Property Rights"</b>	means patent rights, copyrights, trademark rights, design rights, trade secrets, know-how, data and database rights, mask work rights, domain name rights, and any other intellectual property rights and similar or equivalent rights or forms of protection recognized in any part of the world;
<b>"Offering"</b>	means, collectively, the Appliance(s), Software, Service(s) and the Documentation;
<b>"Product Order Form"</b>	means a product order form executed by Darktrace and Partner specifying the components of the Offering to be provided to Partner or an End User (as applicable), the applicable Fees and any other information that may be agreed between the Parties from time to time;
<b>"Purchased Offering"</b>	means the Appliance(s), Software, Service(s) and/or the Documentation (and any combination thereof) ordered pursuant to a Product Order Form;
<b>"Service(s)"</b>	means the services provided by Darktrace (which may include support services, installation services and other professional services), as more fully described on the Datasheet;
<b>"Software"</b>	means the software provided by Darktrace as more fully described on the Datasheet;
<b>"Territory"</b>	means the geographic location where Partner is permitted to promote and sell the Offering to End User(s) and potential End User(s) as specified in the applicable Darktrace Partner Program Terms;
<b>"Tier II Reseller"</b>	means, with respect to Partners that have entered into the Darktrace Partner Program – Distribution Terms, a third-party reseller engaged by Partner (through one or multiple tiers) in accordance with such Darktrace Partner Program – Distribution Terms; and
<b>"Trademark Policy"</b>	means Darktrace's guidelines for usage of the Darktrace Marks, as provided to the Partner through the Darktrace Partner Portal or such other means as Darktrace may determine from time to time.

1.2. In the Agreement, except where the context otherwise requires:

- 1.2.1. any reference to a clause or schedule is to the relevant clause or schedule of or to the Agreement and any reference to a paragraph is to the relevant paragraph of the clause or schedule in which it appears;
- 1.2.2. the clause headings are included for convenience only and shall not affect the interpretation of the Agreement;
- 1.2.3. use of the singular shall include the plural and vice versa;
- 1.2.4. use of any gender shall include the other gender;
- 1.2.5. any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- 1.2.6. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

- 1.2.7. any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of the Agreement) at any time.
- 1.3. All references in the Agreement to the “sale” of or “selling” of the Offering will mean the granting of a non-exclusive right to access and use such Offering and all references to the “purchase” of the Offering will mean the acquiring of a non-exclusive right to access and use such Offering, in each case, as subject to an agreement entered into by Partner with the End User on terms at least as restrictive as the Darktrace Master Agreement.

## **DARKTRACE GROUP CODE OF BUSINESS CONDUCT**

### **1. INTRODUCTION AND PURPOSE**

This CODE OF BUSINESS CONDUCT ("Code of Business Conduct" or "Code") has been developed for the purpose of protecting human rights and promoting fair employment conditions, safe working conditions, responsible management of environmental issues, respect of human life and high ethical standards.

This Code of Business Conduct is designed to deter wrong-doing and to promote:

1. honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
2. fair, full, accurate, timely and understandable disclosure in reports and documents that the Darktrace Group files with the authorities (e.g., Companies House, HMRC, Financial Conduct Authority, London Stock Exchange) and in other public communications made by the Darktrace Group;
3. compliance with applicable governmental laws, rules and regulations;
4. prompt internal reporting of violations of the Code to an appropriate person or persons identified in the Code; and
5. accountability for adherence to the Code.

It is not possible to enumerate all of the situations which could result in an actual or apparent violation of this Code of Business Conduct. However, the following areas are of particular concern to Darktrace with respect to the ethical conduct of the Darktrace Group's business. These principles must be interpreted using good judgment and common sense. Employees and officers are encouraged to discuss questions or concerns relating to this Code of Business Conduct with their supervisors or other members of management, while directors should direct their questions and concerns to the Chairman.

In addition to compliance with relevant laws, regulations and standards in all of the countries which Darktrace Group operates, all Darktrace Group entities, companies, employees, contractors and services providers shall comply with the Code of Business Conduct even if it stipulates a higher standard than required by national laws or regulations.

Darktrace Group requires any party that contributes to Darktrace Group services or other business activities including partners, suppliers, subcontractors and service providers ("Suppliers") to comply with the Code of Business Conduct.

Darktrace Group supports the United Nations Global Compact initiative. In order to make clear to employees, Suppliers, customers and other stakeholders, the Code of Business Conduct is based on the Global Compact's ten principles and shall be publicly available. Darktrace Group is also committed to implement the United Nations Guiding Principles on Business and Human Rights throughout our business operations.

Privacy and security are important elements in services delivered by Darktrace Group, and we align our services and business processes to ensure that human rights aspects of privacy and security are respected throughout the operations of our services.

### **2. APPLICATION**

The Code of Business Conduct shall be applied throughout the Darktrace Group's operations and services worldwide, as well as by Darktrace Group's Suppliers through contractual agreement.

### **3. DARKTRACE GROUP CODE OF BUSINESS CONDUCT – SUPPLIER SUPPLEMENT**

The Code of Business Conduct is applicable to all Darktrace Group operations and to Suppliers.

#### **3.1. Compliance**

Darktrace Group requires the Supplier and its subcontractors to comply with the Code Business Conduct.

Upon written request, a Supplier must, verify that the Supplier and its subcontractors comply with the Code of Business Conduct.

#### **3.2. Obligation to Inform**

It is the responsibility of the Supplier to ensure that its employees and subcontractors are informed about, and comply with, the Code of Business Conduct. The Partner shall, as soon as reasonably practicable, inform Darktrace Group if it discovers a confirmed breach of the Code of Business Conduct in its own operations.

### **4. CODE OF BUSINESS CONDUCT**

#### **4.1. Human Rights**

Darktrace Group respects all internationally proclaimed human rights, including the International Bill of Human Rights<sup>1</sup> and the principles concerning fundamental rights set out in the International Labor Organisation's Declaration on Fundamental Principles and Rights at Work. We strive to ensure that we are not complicit in human rights abuses. We shall, in all contexts, seek ways to honor the principles of internationally recognized human rights, even when faced with conflicting requirements.

Darktrace Group is also committed to implementing the United Nations Guiding Principles on Business and Human Rights throughout our business operations

Darktrace Group expects its Partners to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses. Darktrace Group expects its Partners to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or verbal or psychological harassment or abuse. No harsh or inhumane treatment, coercion or corporal punishment of any kind is tolerated, nor is there to be threat of any such treatment.

#### 4.2. Labor Standards

*Freedom of Association* – All employees shall be free to form and to join, or not join, trade unions or similar external representative organizations and to bargain collectively. Information and consultation with employees can be done through formal arrangements or, if such do not exist, other mechanisms may be used.

*Forced Labor Avoidance* - Forced, bonded or compulsory labor shall not be used, and employees shall be free to leave their employment after reasonable notice.

*Fair Employment Conditions* – Employees shall understand their employment conditions. Pay and terms shall be fair and reasonable and comply at a minimum with applicable laws or industry standards, whichever is higher.

Working hours shall comply with applicable laws.

Corporal punishment, physical or verbal abuse or other unlawful harassment and any threats or other forms of intimidation shall be prohibited.

*Child Labor Avoidance* – No person shall be employed who is below the minimum legal age for employment. Minimum age is the age of completion of compulsory schooling, or not less than 15 years in countries where educational facilities are insufficiently developed.

Children shall not be employed for any hazardous work, or work that is inconsistent with the child's personal development. A child means a person below the age of 18 years. Personal development includes a child's health or physical, mental, spiritual, moral or social development.

Where a child is employed, the best interests of the child shall be the primary consideration. Should any child be found to be performing child labor, policies and programs shall be contributed to, supported or developed without delay.

*Elimination of Discrimination* – All employees shall be treated with respect and dignity.

All kinds of discrimination based on partiality or prejudice is prohibited, such as discrimination based on race, color, gender, sexual orientation, marital status, pregnancy, parental status, religion, political opinion, nationality, ethnic background, social origin, social status, indigenous status, disability, age, union membership and any other characteristic protected by local law, as applicable.

Employees with the same qualifications, experience and performance shall receive equal pay for equal work with respect to those performing the same jobs under similar working conditions.

*Fair Working Conditions* – A healthy and safe working environment and, if applicable, housing facilities shall be provided for employees, in accordance with international standards and national laws.

Appropriate health and safety information and training shall be provided to employees including, but not limited to, arrangements for safe evacuations of building and correct handling and marking of chemicals and machinery.

#### 4.3. Environment

Darktrace Group shall strive to develop, produce and offer services with excellent sustainability performance and contribute to sustainable development of society. We shall strive to continuously improve, with a life cycle perspective, the environmental performance. We shall work to continuously reduce the negative impact of our own operations and take a precautionary approach to environmental challenges.

Darktrace Group shall use appropriate methodologies to determine significant issues and aspects, for setting and reviewing objectives and targets and as a basis for sustainable performance of our operations and services.

#### 4.4. Anti-corruption

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<sup>1</sup> The International Bill of Human Rights consists of the Universal Declaration on Human Rights, the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights

No form of extortion and bribery, including improper offers for payments to or from individuals performing work for Darktrace Group, or organizations, shall be tolerated.

Darktrace Group expects its Partners to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud or bribery, at a minimum.

#### **4.5. Proper Handling of Confidential Information**

Employees shall not divulge to third parties any confidential information obtained during employment or service for Darktrace.

During and after employment by or service with Darktrace, directors, officers, employees and Partners shall not divulge to third parties, or appropriate to their own use, or to the use of others, any confidential information obtained during employment or service for Darktrace. The term “confidential information” as used in this policy includes, but is not limited to:

1. trade secrets;
2. technical materials and information;
3. product information and roadmaps;
4. bid data and transaction information;
5. customer lists;
6. compilations of information, financial information, or specifications that are used in the operation of Darktrace Group’s business or that may eventually be used in the operation of Darktrace Group’s business; and
7. other information relating to Darktrace Group’s business that is not public knowledge.

#### **4.6. Ensuring the Protection and Proper Use of Darktrace Assets**

Use or access to the Darktrace Group property for any unlawful or improper purpose is strictly prohibited.

This prohibition includes any use that is unlawful or improper under applicable law or ethical standards, regardless of the practices of other companies or individuals.

### **5. REPORTING POSSIBLE VIOLATIONS**

Darktrace Group provides a platform for complaints by employees and third parties to allow issues, including those related to human rights, to be addressed. Parties can do so anonymously.

We take any complaints or concerns, whether from customers or third parties affected by our services, extremely seriously and will always aim to deal with them as quickly and efficiently as possible. Each complaint will be dealt with by a member of management. Should anyone identify a possible breach of this Code, a sub-contractor or external third party, the complaints email address provides a means for any such allegation to be brought immediately to the attention of the Head Office.

You can file complaints and raise issues by sending an email to the legal department: [notices@darktrace.com](mailto:notices@darktrace.com). Please provide as much detail as possible about your concern. You do not have to provide Darktrace Group with your name or contact details, but we will not be able to contact you in relation to the issue or provide you with feedback on its resolution if you do not.

### **Appendix 3 – Technology Requirements Policy**

Please see <https://www.darktrace.com/en/resources/legal-partner-terms.pdf>