

Global Partner Code of Conduct

October 2024

A decorative graphic in the bottom right corner consisting of a series of glowing blue and orange dots that form a curved, wave-like pattern.

This Arctera Partner Code of Conduct (“Partner Code”) applies to all individuals and business partners involved in the direct or indirect distribution, resale, or commercialization of Arctera products and services (“Business Partner(s)”). Business Partners are responsible for establishing their own policies, training, and monitoring practices to ensure compliance with the provisions of this Partner Code and with all applicable laws in general. Any violation of this Partner Code will constitute the basis for immediate termination of any agreements a Business Partner may have with Arctera.

Integrity and Compliance with Laws

Arctera is a global leader in protecting data across the full span of its lifecycle. We are committed to conducting business with the highest standards of integrity and in full compliance with all applicable laws and regulations. We expect the same from all our Business Partners.

Anti-Corruption

Arctera requires that Business Partners act with honesty, integrity and comply with all relevant Anti-Bribery and Anti-Corruption laws and regulations in the countries where Arctera and the Business Partner operate. All forms of corruption, bribery, extortion and embezzlement are strictly prohibited.

- Business Partners must comply with all applicable anti-corruption laws and regulations, including, but not limited to, the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act 2010. Business Partners that conduct business with government entities, including public international organizations, are also responsible for learning and complying with the specific laws and regulations that govern business interactions with such entities.
- Business Partners are prohibited from making, promising to make, or offering to make any payments or providing any item of value, directly or indirectly, to any commercial or non-commercial entity, including but not limited to government or public international organization officials, political parties, candidates for political office, employees of state owned or controlled companies, any director, officer, employee or agent of a commercial customer or supplier, or to any Arctera employee(s), for the purpose of obtaining or retaining business or securing an improper business advantage or inducing the recipient to perform a job function improperly. Items of value may include, without limitation, gifts, gratuities, favors, entertainment, and travel (including family members and friends of such individuals). Product or service discounts, equipment loans, marketing funds, rebates, or other financial benefits provided by Arctera through an authorized program shall not be used directly or indirectly to disguise or facilitate any improper payment or gift giving.

Global Trade

Business Partners involved in selling or distributing Arctera products, services, and solutions, whether domestically or internationally, must understand and comply with all import and export laws and regulations governing those activities. This includes economic sanctions and trade embargoes imposed or approved by the United States Government, other applicable governments, and international bodies. In particular, Arctera products, services, and solutions cannot be shipped, exported, re-exported, distributed, or diverted to countries that are under embargo or sanction, and are also prohibited to individuals, corporations, and other entities listed on the US or other government sanctioned or denied parties lists. More information, including Export Classification Control Numbers (ECCNs) for Arctera products, can be found on the Arctera website (www.arctera.io).

Protecting the Environment

Business Partners are expected to conduct their business in an environmentally responsible manner and in compliance with all applicable environmental laws and regulations.

Information Management and Data Privacy

Business Partners may not disclose non-public information regarding business activities, structure, financial situation and performance, relating to Arctera, its partners, agents, subcontractors or customers, to any other party. Business Partners are required to protect and responsibly use the intellectual assets and confidential information of Arctera, consistent with Arctera's authorization for such use. Business Partner's use of such data is restricted to Arctera business-related purposes or as otherwise set forth in any applicable agreement(s) between Arctera and the Business Partner. Business Partners shall comply with Arctera's requirements and industry best practices relating to confidentiality, security, data privacy, and intellectual property protection. Business Partners must adhere to the intellectual property ownership rights of Arctera and others, including without limitation copyrights, patents, trademarks, licenses, and trade secrets. Business Partners are prohibited from using any Arctera or third party patented technology, copyrighted materials, or other intellectual property or confidential information without written permission. Business Partners are further prohibited from transferring, publishing, disclosing, or using Arctera's confidential information other than as necessary in the ordinary course of business as authorized by Arctera. Business Partners are also required to abide by applicable data privacy laws and regulations.

Antitrust and Competition Law

Business Partners shall maintain all standards and comply with applicable laws and regulations governing fair business, fair trade, advertising, and competition, using appropriate means to safeguard customer information at all times.

Arctera supports vigorous competition in the markets it serves. Antitrust laws and fair competition laws generally prohibit any activity that restrains free trade and limits competition. While basic antitrust and competition law principles apply worldwide, there are significant country and regional differences. If you are engaged in multinational business activities, you are required to be aware of, and abide by, all applicable laws. Business Partners are required to comply with the antitrust and competition laws of the United States and other countries in which Arctera and Business Partners do business, including if relevant, the laws of the European Union. Business Partners may not discuss or enter into any agreement with any competitors, including other Business Partners, to fix prices, margins, inventory levels, terms and conditions, division of sales territory, products, customers, or suppliers.

Conflicts of Interest

Business Partners must avoid engaging in any business activity that could create an actual or perceived conflict between their interests and those of Arctera. Business Partners shall not offer or provide gifts, hospitality or entertainment to any Arctera employee or family member of the Arctera employee, which might create such conflict or appearance thereof, or might otherwise violate Arctera policies. Arctera employees may not hold any economic interest in any entity that does business with Arctera. Business Partners must promptly declare any potential conflict of interest to Arctera before engaging in business activities with Arctera.

Lobbying Government Officials

Unless specifically retained for lobbying services, Business Partners are prohibited from lobbying government officials on behalf of Arctera. Lobbying generally includes activities designed to influence laws, regulations, and policies.

Improper Contracting Practices

Business Partners may not enter into any transaction that facilitates improper revenue recognition, expense treatment, or other accounting improprieties on the part of either Arctera or the business partner. For clarity, this includes any activity that could constitute money laundering. Business Partners may not place orders with Arctera to purchase products or services without a firm commitment from an end customer.

Labor Standards

Business Partners are expected to uphold the human rights of workers, and to treat them with dignity and respect as understood by the international community and proclaimed under the Universal Declaration of Human Rights and the International Labor Organization's core conventions.

Freely Chosen Employment

Forced, bonded or indentured labor or involuntary prison labor shall not be used under any circumstances. All workers will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to surrender government-issued identification, passports or work permits as a condition of employment.

Child Labor Avoidance

Child labor shall not be used under any circumstances. The term "child" refers to any person under the age of 15 (or 14 according to the applicable local laws), or under the minimum age for completion of compulsory education, or under the minimum age for employment in any particular country, whichever is the highest. Employees under the age of 18 should not perform hazardous work.

Working Hours

Work weeks shall not exceed the maximum set by local law. Workers shall be allowed at least one day off per seven-day week. Furthermore, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations.

Wages and Benefits

Business Partners should compensate workers in a timely manner at pay rates that comply with applicable wage laws. This includes overtime. Deductions from wages as a disciplinary measure are not permitted.

Anti-Human Trafficking and Humane Treatment

The United States Government and Arctera have a long-standing, zero-tolerance policy prohibiting human trafficking-related activities. Pursuant to our policies forced, bonded (including debt bondage) or indentured labor, commercial sex, involuntary prison labor, slavery, or trafficking of persons shall not be used. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. Furthermore, our Business Partners shall not:

- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- Charge employees recruitment fees;
- Where employees are recruited from another country, fail to provide return transportation or pay for the cost of return transportation upon the end of employment;
- Provide or arrange housing that fails to meet the host country housing and safety standards; and
- If required by law, fail to provide an employment contract, recruitment agreement, or other required work document in writing.

Non-Discrimination

Business Partners must maintain a workforce free of harassment and unlawful discrimination.

Freedom of Association

The rights of workers to seek representation, associate freely, join or not join labor unions and workers' council should be respected in accordance with local laws.

Compliance with the Code - Audit and Certifications

Business partners shall maintain documents and records and conduct routine audits to ensure compliance with the Code. Arctera may also audit its Business Partners for compliance or request certification from Business Partners of compliance with some or all of the provisions of the Partner Code. Business Partners shall cooperate timely and fully with any such reasonable compliance audit or request for certification by Arctera, including without limitation, providing Arctera with documents related to Arctera business and making their Representatives available for interviews by Arctera and/or Arctera's representatives. Business Partners shall have a corrective and preventative action process in place to address non-compliance with the Partner Code.

Raising Concerns

Business Partners shall inform their Arctera contact person if any situation develops that causes the Business Partner or its Representatives to act in violation of this Partner Code. Arctera has a variety of resources available to facilitate the reporting of a violation. Business Partners are encouraged to promptly contact their Arctera contact person and to work together in resolving the compliance concern. If such reporting is not appropriate or available, compliance concerns may be raised also through email to compliance@arctera.io. Arctera prohibits any retaliation or retribution against any individual who, in good faith, reports questionable behavior or non-compliance with this Partner Code.

About Arctera

Arctera helps organizations around the world thrive by ensuring they can trust, access, and illuminate their data from creation to retirement. Created in 2024 from Veritas Technologies, an industry leader in secure multi-cloud data resiliency, Arctera comprises three business units: Data Compliance, Data Protection, and Data Resilience. Arctera provides more than 75,000 customers worldwide with market-leading solutions that help them to manage one of their most valuable assets: data. Learn more at www.arctera.io. Follow us on X [@arcteraio](https://twitter.com/arcteraio).



arctera.io

For global contact information visit:
arctera.io/contact