

DARKTRACE TIER II RESELLER GENERAL TERMS

These Darktrace Tier II Reseller General Terms ("Tier II General Terms") shall govern the Darktrace Partner Program Terms entered into by Darktrace Holdings Limited ("Darktrace") and the partner identified therein ("Partner") (which together with these Tier II General Terms shall be referred to as the "Agreement").

1. Definitions

Except where the context otherwise requires, in these Tier II Reseller Terms, the following terms shall have the following meanings:

"Associated Person" means all applicable international, domestic and local laws, ordinances, regulations and orders applicable to a Party's performance under the Agreement.

"Data Processing Addendum" means the document titled Data Processing Addendum available at <https://www.darktrace.com/en/resources/legal-partner-terms.pdf>, 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.

"Darktrace Intellectual Property" 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).

"Darktrace Partner Portal" means the web-based portal containing Darktrace's partner program specifics.

"Distributor" means the distributor identified above.

"Distributor Agreement" means the distributor agreement entered into by Darktrace and Distributor.

"End User" means an unaffiliated, third-party customer of Reseller.

"End User Data" means all data and information provided by End User to, or accessible by, Darktrace and/or Reseller under a Product Order Form in connection with the provision of any 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).

"Offering" means, collectively, the Darktrace's appliances, software, services and documentation that Distributor is permitted to distribute and resell under the Distributor Agreement.

"Product Order Form" means an order form entered into by Darktrace and Distributor for Offering(s) to be provided to an End User in accordance with the Distributor Agreement.

2. Ordering; Fees

Reseller shall submit order(s) for Offering(s) to be provided to End Users through the Distributor only. In no event will Darktrace be bound by any order submitted directly by Reseller to Darktrace. Reseller acknowledges and agrees that payment of fees due by Reseller with respect to each Product Order Form ("**Fees**") shall be made by Reseller to Distributor. In no event will Darktrace be obligated to accept any payment made directly by Reseller to Darktrace.

3. Reseller Obligations

- a) Reseller shall not, and shall not permit any End User or third party to: (i) modify, create a derivative work of, copy, or otherwise reproduce the Offering; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of any software component of the Offering; (iii) remove any Darktrace Marks (as defined below), copyright notices, proprietary notices, or labels displayed on the Offering; or (iv) incorporate or integrate the 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.
- b) Reseller shall: (i) act conscientiously and in good faith; (ii) conduct business in a manner that reflects favorably on Darktrace and the Offering and the good name, goodwill and reputation of Darktrace; (iii) maintain, at its own expense, appropriate premises, offices, stores, displays and administration facilities and systems necessary to carry out its duties under these Tier II Reseller Terms; (iv) make no false, misleading or disparaging representations, advertisements or statements about Darktrace or the Offering; (v) 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 (v) comply with all applicable terms and conditions of the Darktrace Partner Program Guide, which is hereby incorporated into and forms a part of these Tier II Reseller Terms. In the event of any conflict between the terms and provisions of these Tier II Reseller

Terms and the Darktrace Partner Program Guide, the terms and provisions of these Tier II Reseller Terms shall take precedence.

- c) In the event that Reseller has access to any End User Data in connection with any Product Order Form, Reseller shall: (i) use such End User Data only to enable provision of the applicable Offering to the applicable End User and perform its obligations under these Tier II Reseller Terms and applicable Product Order Form; and (ii) comply with the minimum Technical Requirements Policy set forth in [Appendix 1](#) throughout the term of these Tier II Reseller Terms and any applicable Product Order Form. Reseller further acknowledges and agrees that Reseller or its End Users (as applicable) shall be solely responsible for proper back-up of all such End User Data and that Reseller 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.
- d) In the event that Reseller has access to End User(s)' personal data in connection with any Product Order Form, (i) 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 Tier II Reseller Terms; and (ii) Reseller, upon receiving reasonable written notice from Darktrace, shall permit Darktrace, or an independent third-party auditor appointed by Darktrace, access to Reseller's premises at any time during normal business hours for the sole purpose of inspecting, auditing, verifying or monitoring the manner and performance of Reseller's obligations under these Tier II Reseller Terms. Darktrace shall not be able to exercise this right more than twice in each calendar year. Any breach of [Clauses 4\(d\) or 4\(e\)](#) by Reseller shall permit Darktrace to (i) immediately terminate these Tier II Reseller Terms 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 Reseller.
- e) 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](#)"). 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. Reseller hereby: (i) 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 hereof.
- f) Reseller acknowledges that Darktrace: (i) is committed to conducting business fairly and honorably, with integrity and honesty, and in compliance with all applicable laws; and (ii) 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. Reseller 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 Reseller in the country(ies) in which Reseller 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 these Tier II Reseller Terms, Reseller: (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.
- g) Reseller agrees that its activities hereunder 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](#)"). Reseller represents and warrants that neither itself nor any of its Associated Persons has been or is: (i) 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; (ii) subject to any international trade or finance sanctions or embargoes; (iii) listed on any watch list or consolidated list maintained for the purpose of enforcing international trade or finance sanctions; or (iv) suspended, revoked, or denied its import and/or export capacities or privileges. Reseller 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 hereof. 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 Reseller, to immediately suspend or terminate any of its obligations, the Offering, and/or these Tier II Reseller Terms.
- h) Reseller represents and warrants that it has implemented all necessary and appropriate measures in order to ensure its compliance with its obligations under [Clauses 4\(f\), 4\(g\) and 4\(h\)](#) and Reseller shall ensure that such measures are maintained and properly applied during the term hereof. Reseller shall immediately inform Darktrace of any issues

Reseller has, or believes it shall have, in complying with its obligations under Clauses 4(f), 4(g) and 4(h). Upon Darktrace's request, Reseller shall inform Darktrace of the measures it has taken to ensure compliance with its obligations under Clauses 4(f), 4(g) and 4(h). If Darktrace has reasonable cause to believe that Reseller is in breach of its obligations under Clauses 4(f), 4(g) and 4(h), Reseller shall, promptly upon Darktrace's request, provide to Darktrace all further documentation reasonably necessary to demonstrate its compliance with its obligations under Clauses 4(f), 4(g) and 4(h). Darktrace reserves the right to audit Reseller, directly or by a third party, at Reseller's cost, if Reseller fails to provide appropriate documentation within a reasonable timeframe. Any breach of Clauses 4(f), 4(g) and 4(h) shall permit Darktrace to immediately terminate these Tier II Reseller Terms and any or all Product Order Forms.

4. Trademarks

- a) Subject to the terms of these Tier II Reseller Terms, Darktrace hereby grants to Reseller a non-exclusive, royalty-free, non-transferable 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 Reseller's obligations under these Tier II Reseller Terms and strictly in accordance with Darktrace's Trademark Policy and Darktrace Style Guidelines available on the Darktrace Partner Portal. Reseller hereby acknowledges and agrees that the Darktrace Marks are proprietary to Darktrace.
- b) Reseller shall, during or after the term of these Tier II Reseller Terms, claim any ownership or similar interest in any of Darktrace Marks. Reseller shall not attempt to register, in any trademark office or entity of similar authority, any Darktrace Mark or substantially similar mark. Reseller 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. Reseller agrees that it shall promptly assign to Darktrace any such registered domain names at Darktrace's request. Reseller 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, Reseller 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.

5. Term and Termination

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"). Further, Darktrace may terminate these Tier II Reseller Terms with immediate effect, by giving notice to Reseller, if Reseller commits any material breach of these Tier II Reseller Terms. These Tier II Reseller Terms will automatically terminate upon termination of the Distributor Agreement for any reason. The provisions of Clauses 1, 2(c), 7, 8 and 9 shall survive the termination of these Tier II Reseller Terms for any reason.

6. Representations and Warranties; Indemnity; Limitation of Liability

- a) Reseller represents and warrants to Darktrace that: (i) it is duly organized, validly existing and in good standing under its jurisdiction of organization and has the right to enter into these Tier II Reseller Terms; (ii) the execution, delivery and performance of these Tier II Reseller Terms and the consummation of the transactions contemplated hereby are within the corporate powers of Reseller and have been duly authorized by all necessary corporate action on the part of Reseller and constitute a valid and binding agreement with Reseller; (iii) it complies and shall comply throughout the term hereof with all applicable laws related to the subject matter of these Tier II Reseller Terms; (iv) the execution, delivery and performance of these Tier II Reseller Terms by Reseller does not and shall not violate, create a default under or breach any agreement, contract, license, or permit, to which Reseller or any of its principals is a party or is subject; (v) it has and shall maintain throughout the term hereof all licenses, registrations, permits or approvals necessary for performance of its obligations under these Tier II Reseller Terms; and (vi) it shall not use the Offering for the purposes of competing with Darktrace, including the gathering of competitive intelligence.
- b) Reseller shall, at Reseller'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: (i) Reseller's gross negligence, willful misconduct or fraud; (ii) any misrepresentation or false or misleading warranty made by Reseller with respect to the Offering or Darktrace; (iii) the provision of any services or products by Reseller to End Users (except to the extent caused by the Offering); (iv) any breach by Reseller of its representations, warranties or obligations under these Tier II Reseller Terms; (e) any violation of applicable laws by Reseller; or (v) the custody, use, processing or disposition of any End User Data by Reseller; 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.

- c) 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 OR THE SUBJECT MATTER OF THESE TIER II RESELLER TERMS, 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.
- d) In no event shall each Party's total cumulative liability to the other Party arising from all claims under or related to these Tier II Reseller Terms (a) in connection with a breach of such Party's obligations under the Data Processing Addendum or Clauses 4(d) or 4(e), exceed the greater of: (i) three times (3x) the Fees actually paid by Reseller to Distributor 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 Reseller to Distributor 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 these Tier II Reseller Terms. 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. Subject to Clause 7(e), 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 these Tier II Reseller Terms, 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.
- e) Nothing in these Tier II Reseller Terms shall exclude or limit either Party's liability for: (i) death or personal injury due to negligence; (ii) fraud or willful misconduct; (iii) any breach of Clause 4(a) or Clause 8 (Confidentiality), except as it pertains to End Users' personal data; (d) indemnity obligations under Clause 7(b); (e) payment of Fees; or (f) for any other matter in respect of which liability cannot lawfully be limited or excluded.

7. 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 these Tier II Reseller Terms, 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 8. Notwithstanding the foregoing, the Receiving Party shall remain liable for the acts or omissions of its Representatives that violate the terms of this Clause 8. 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 these Tier II Reseller Terms; 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 these Tier II Reseller Terms, each Party shall promptly return or destroy all Confidential Information of the other Party.

8. General

- a) Notices. All notices under these Tier II Reseller Terms 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 herein or to such other address or emails as a Party has designated by notice to the other Party.
- b) Assignment. Reseller shall not assign or transfer these Tier II Reseller Terms or otherwise dispose of its rights and obligations under these Tier II Reseller Terms without the prior written consent of Darktrace. Any attempt to assign

these Tier II Reseller Terms in violation of the foregoing shall be null and void. Darktrace may freely assign these Tier II Reseller Terms. Subject to the foregoing, these Tier II Reseller Terms bind the Parties and their respective successors and permitted assigns.

- c) **Severability.** If any provision of these Tier II Reseller Terms 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 these Tier II Reseller Terms shall continue in full force.
- d) **Relationship of Parties.** The relationship of the Parties is that of independent contractors and each Party is solely responsible for its own actions. These Tier II Reseller Terms 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 these Tier II Reseller Terms has no independent legal significance.
- e) **End User verification and contact.** Reseller 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.
- f) **Audit.** Reseller shall comply with any request from Darktrace for a copy of the agreement between Reseller and End User. Reseller 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.
- g) **Non-Exclusive Remedies.** Except as expressly set forth in these Tier II Reseller Terms, the exercise by either Party of any remedy under these Tier II Reseller Terms shall be without prejudice to its other remedies under these Tier II Reseller Terms or otherwise.
- h) **No Waiver.** Failure or delay by either Party in exercising any right or enforcing any provision under these Tier II Reseller Terms shall not constitute a waiver of that or any other right or provision. No waiver of any provision of these Tier II Reseller Terms shall be effective unless it is in writing and signed by the Party granting the waiver.
- i) **Governing Law.** Any dispute or claim relating in any way to these Tier II Reseller Terms 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, 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. 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. Reseller and Darktrace agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Reseller location	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

- j) **Force Majeure.** Neither Party shall be liable for any failure or delay in performing obligations under these Tier II Reseller Terms, 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 these Tier II Reseller Terms.

- k) Equitable Remedies. Reseller agrees that, notwithstanding any other provision of these Tier II Reseller Terms, its breach or threatened breach of Clause 8 hereof 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 Reseller's obligations under these Tier II Reseller Terms in addition to any other remedy available at law.
- l) Rights of Third Parties. The provisions of these Tier II Reseller Terms concerning restrictions on usage of the 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 these Tier II Reseller Terms, a person who is not a Party to these Tier II Reseller Terms may not enforce any of its terms, including under the Contracts (Rights of Third Parties) Act 1999.
- m) Counterparts. These Tier II Reseller Terms 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 these Tier II Reseller Terms by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of these Tier II Reseller Terms, as applicable.

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Appendix 1 – Technology Requirements Policy

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

Appendix 2 – Darktrace Code of Business Conduct**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 Rights¹ 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

¹ 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. 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