



Phoebe
Code of business
conduct and ethics

Integrity is a core Phoebe value and provides a strong moral foundation to our business. We believe that honesty, a strong commitment to ethical behavior, and compliance with applicable law are the keys to successful business dealings.

This Phoebe Code of Business Conduct & Ethics is an extension of Phoebe core values and sets forth the standards that we expect from our CPN business partners – including MSP, VAR, Systems Integrators, Distributors, Influencers, Service Partners, Technology Alliance Partners – and their respective employees and representatives (each, a “Partner” or “You”). We expect You to comply with applicable laws in the countries in which You operate and to live up to the letter and spirit of this Code. We expect our Partners to uphold these high standards in all activities that support our business. To that end, we expect You to read and be familiar with this Code and to conduct your business consistent with these principles.

What do we expect of You?

As more fully described below, we expect You to:

- Act with Integrity and Honesty
- Compete Lawfully and Fairly
- Safeguard Confidentiality and Data Privacy
- Maintain Accurate Financial Records
- Respect Others and the Environment

Act with Integrity and Honesty

You are expected to be aware of and to comply with all applicable laws and regulations including those relating to bribery and corruption. These include the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the Brazilian Clean Companies Act and similar statutes.

Anti-bribery and Corruption Laws

Our business integrity is of paramount importance. As such, we have a zero-tolerance policy with respect to any and all forms of bribery, corruption and other improper payments to gain a commercial advantage. While these laws may vary from country to country, they generally make it unlawful to offer bribes, in the form of money or anything else of value, to any person for the purpose of obtaining or retaining business, gaining an unfair advantage in any business dealing, or causing someone to perform their function improperly or other than impartially in a transaction.

Neither You nor any of your agents or employees may offer, pay, promise or authorize any direct or indirect payments or provide anything of value to any person, including a government official or employee, for the purpose of obtaining business. Prohibited offers of value are not just limited to obvious offers or promises of kickbacks or other payments, such as an envelope full of cash. Bribes also include less apparent actions, such as offering employment for family members, charitable donations, or providing gratuities, gifts, gift cards, or entertainment where given to gain an improper advantage. Just offering a bribe is a violation of most corruption laws and this Code, even if the transfer does not occur.

It's important that You be alert to red flags that may indicate improper payments or other unlawful activities. These may include an uncommon form of payment by a customer, such as a large cash payment, payment by someone who is not a party to the contract, a request to pay more than the contract price, unusual or unfamiliar fees, or payment from an unusual, nonbusiness account.

Business Courtesies

While the giving and receiving of appropriate gifts or courtesies is a fairly common business practice, it also carries the risk of being perceived as bribery or improper conduct. Gifts and other business courtesies extended by You must be reasonable and in the ordinary and proper course of business and may not exceed local gift giving practices or violate local law. Regardless of local practice, any payment or gift to a person acting in an official capacity and/or on behalf of the government, where designed to influence that individual's acts or decisions, is improper. It is never appropriate to seek special favors, such as favorable treatment in connection with a deal, by offering or providing lavish gifts, kickbacks or things of value which are out of proportion given the situation at hand. Similarly, travel and business invitations must be for legitimate business purposes and may never include lavish accommodations or side trips unrelated to the business activity or include individuals unrelated to the business activity.

To avoid even the appearance of impropriety, a general guideline for evaluating whether a business courtesy is appropriate is to ask whether public disclosure could be embarrassing to You, Phoebe, or the recipient.



Government Customers

Governments are unique customers and the definition of a government official under the FCPA and similar anticorruption laws is broad. It includes a wide range of executive, legislative, administrative, and political actors as well as employees of state-owned businesses and public international organizations. You may not promise, offer, give or authorize, directly or indirectly, a bribe or anything of value to any government official to attempt to improperly influence any act or decision in order to obtain or retain business, or to secure any improper advantage for Phoebe or You. It is also important to remember that special rules apply to exchanging entertainment, gifts and other business courtesies with government officials. Partners shall strictly observe the laws, rules, and regulations that govern the acquisition of products and services by any governmental entity of any country and the performance of government contracts.

When considering interactions with government officials, it's also important to be aware of "facilitation payments" made to secure or speed up a routine government action. These may include processing a visa, scheduling an inspection, securing pick-up or delivery, or getting utilities connected. This is sometimes described as "greasing the wheels" or "grease payments." Such payments, which may be customary in certain jurisdictions, are illegal under the FR Bribery Act and other statutes and prohibited by Phoebe.

Regardless of customary local practice, any payment, facilitation payment or gift of value to a government official, where designed to gain an unfair advantage, cause the official to do their job impartially, or improperly influence that official's acts or decisions is a violation of this Code and prohibited.

International Trade and Import/Export Laws

Our customer hardware and software products include technology controlled under U.S. export control laws. As such, we expect our Partners to comply with all applicable foreign laws and regulations governing the import, use, export and re-export of our customer products and technology. You are responsible for understanding how trade laws and regulations – including U.S. government economic sanctions and trade embargoes – apply to your business activities and the geographies in which You operate. You are also responsible for taking steps and implementing controls to ensure that products, technology, data, information, programs, and/or materials are not exported or reexported in violation of applicable law.

Specifically, You may not export, re-export or transship products, services or technical data (1) to any destinations subject to U.S. embargoes or trade sanctions; (2) to any entity or individual specified on U.S. or other government-maintained exclusion lists, or (3) for use directly or indirectly in the design, development, or fabrication of nuclear, chemical, or biological weapons or missile technology. You may also not participate in or provide information that promotes any economic boycott not sanctioned by the U.S. government.



Compete Lawfully and Fairly

Customer First is a core Phoebe value. As such, we expect our Partners to treat our customers honestly and not use unfair practices or deceptive means of competition to win customer business.

Antitrust and Competition Laws

We are committed to complying with applicable antitrust and competition laws and expect our Partners to compete fairly and honestly for all business opportunities. Unfair methods of competition and deceptive practices involving the sale of Phoebe or of our customers' products and services will not be tolerated.

Although these laws vary from country to country, they generally prohibit agreements or actions that reduce competition without benefiting consumers. Certain activities are almost always illegal, such as agreeing with a competitor to fix, adjust or control prices; allocating customers or orchestrating bids to direct a contract to a

certain seller (bid rigging); boycotting of suppliers or customers; dividing or allocating markets; or limiting the production or sale of products or product lines. To avoid even the appearance of inappropriate activity, we expect You to refrain from engaging with Phoebe or your competitors in any communications relating to these matters or similar efforts to restrain competition.

Marketing and Sales Practices

Customer relationships are the bedrock of our business and You must never engage in misleading or deceptive practices. Any Partner advertising, marketing, or promotional activities that reference Phoebe, its logo, trademarks, or products and services must comply with applicable laws and regulations, as well as all related Phoebe policies, and must be truthful and accurate. We do not tolerate unfair, misleading, inaccurate, exaggerated or false claims about our solutions or comparisons with competitor offerings. This applies to your statements, communications, and representations to customers in the marketing of Phoebe solutions, proposal responses, agreements and the provision of prices, products, or services to customers.

Conflict of Interest

The term “conflict of interest” describes any circumstance that could cast doubt on your ability to act with total objectivity with regard to the distribution of Phoebe products and services. Conflicts of interest may arise in the course of your business relationship with Phoebe. If You feel that You have an actual or potential conflict with Phoebe’s business or any of our employees, You are required to report all pertinent details to Phoebe as soon as possible so that an appropriate assessment and / or corrective action can occur.

Maintain Accurate Financial Records

Our accounting and other records must accurately and fairly reflect the company’s transactions, including our business with Partners.



Financial Integrity

We expect You to keep complete and accurate records regarding the sale of Phoebe products and services, and any and all other transactions or expenditures with respect to a Phoebe-related business activity. False and misleading accounting practices, slush funds and similar financial practices intended to conceal or misrepresent business are prohibited. Records relating to Phoebe business activities must never be fictitiously created, improperly altered, or purged. We expect You to retain business records in accordance with standard record retention policies and all applicable laws and regulations.

Safeguard Confidentiality and Data Privacy

To further our business, we may provide You with access to sensitive or confidential information that we expect You to safeguard. Similarly, we expect You to respect the rights of customers and business partners regarding information that is proprietary or confidential. We expect our Partners to adhere to these standards and uphold these relationships built upon trust.

Intellectual Property and Confidentiality

You are expected to strictly abide by all nondisclosure and other agreements regarding the confidentiality of information relating to our customers’ products and services. Types of information typically covered include future product offerings, competitive analyses, nonpublic pricing, potential contracts, business and financial plans or forecasts, internal business processes and practices, and prospect, customer, and employee information.

Phoebe or our customers’ intellectual property, confidential information, patented technology, documentation, or other materials must not be used without written permission or outside the scope of work performed for the benefit of Phoebe.

Privacy

You are required to observe applicable data privacy laws and information security requirements when handling Phoebe or customer information. We expect You to maintain and adhere to appropriate precautions, including administrative, technical, and physical measures to safeguard any personal or proprietary information against loss, theft, and misuse, as well as unauthorized access, disclosure, alteration and destruction.

Securities and Insider Trading Laws

You must ensure that any material nonpublic information entrusted to You or to which You have access through your relationship with Phoebe, is not used for your personal benefit or passed on to others.



You may not trade in Phoebe securities or the securities of another company to which this inside information pertains until it has been made public. These restrictions also apply to spouses and family members.

Respect Others and the Environment

Social Responsibility

Phoebe is committed to conducting its business in a manner consistent with all applicable employment and human rights laws and regulations, wherever we do business.

We strongly denounce inhumane labor practices such as child labor, forced, bonded labor, slavery and trafficking of persons. We expect our Partners to observe and comply with international principles and applicable laws in this area and we will not knowingly do business with Partners who violate these basic human rights.

We also expect our Partners to uphold the principle against unlawful discrimination based on race, color, religion, gender, age, national origin, disability, sexual orientation, veteran or marital status or any other category protected by applicable law and to comply with applicable wage and labor laws and standards.

Health and Safety

We recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of

products and services, consistency and productivity, and worker retention and morale. Partners are expected to observe health and safety standards in areas such as, occupational safety, emergency preparedness, occupational illness and injury, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food and housing, and health and safety communication.

Environmental Stewardship

Phoebe seeks to do business in a manner that is environmentally responsible and that protects the health and safety of its employees and the public. In doing so, we are careful to follow environmental standards, source the components we use in our products in an ethical and socially responsible manner and strive to minimize any adverse impact to the environment, our communities, and natural resources. We look to You, our business partner, to join in and support that effort by adherence to environmentally responsible standards and principles in areas such as sustainability, pollution prevention, natural resource conservation, management and disposal of hazardous substances, reduction and recycling of solid waste, water management, and energy consumption and efficiency.

Ensuring Compliance with this Code

If You have any questions regarding this Code or would like to discuss how this Code applies to the conduct of your business with Phoebe, please contact your Phoebe Business Manager.

If You suspect or become aware of any violation of the Code or applicable law in connection with your business activities involving Phoebe, report it promptly. You can report any potential violation by email to alert@phoebe.fr, including anonymously (where allowed by local law), via EthicsPoint (www.ethicspoint.com) an independent reporting service.

Anonymous reports will be distributed to appropriate Phoebe management, so that the matter can be promptly and thoroughly addressed.

As a condition of your ongoing business with Phoebe, you may be required from time to time to (i) complete certain Partner due diligence screenings submitted by Phoebe; (ii) provide certifications to Phoebe regarding your continued compliance with anti-bribery, anticorruption and other applicable laws, and (iii) submit to Phoebe training with respect to its Code and applicable law. We also expect You to provide reasonable assistance in the event of any investigation by Phoebe into an actual or potential violation of this Code or applicable law relating to the sale and distribution of Phoebe and its customers products and services. You are expected to allow Phoebe reasonable access to all facilities, records and documentation concerning your compliance.

Compliance with this Code and applicable law or regulation is a requirement of your doing business with Phoebe. Any violation of the Phoebe Code or applicable law or regulation may result in the immediate termination of your agreements with Phoebe and participation in the Phoebe Partner Network, without further obligation or liability on the part of Phoebe.

