

Partner Code of Conduct

Version 1.0

October 2021

1. INTRODUCTION

AVEVA Group plc and its subsidiary companies or other entities controlled by AVEVA Group plc (collectively, “AVEVA”) are committed to abiding by the highest standards of integrity, professionalism and legal compliance.

AVEVA expects and requires the same commitment from all AVEVA partners, including distributors, specialist solutions providers, OEM partners, value-added reseller partners, technology partners, co-sale partners, subcontractor partners, OEM commercial agents, systems integrators, and all persons who may perform services for AVEVA or otherwise act on AVEVA’s behalf (“Partners”), as well as from all Partners’ direct or indirect owners (“Owners”), directors, officers and employees, and all other persons working for Partners or on their behalf (“Representatives”) in connection with any and all business relating to AVEVA products and services.

AVEVA requires that Partners agree to comply in full with this Partner Code of Conduct (the “Partner Code of Conduct”), which forms part of the contractual arrangements between AVEVA and each Partner. Failure by a Partner, or by any its Owners or Representatives, to comply with this Partner Code of Conduct will be considered a breach of contract with AVEVA.

2. COMPLIANCE WITH LAWS

2.1 Compliance with Laws

Partners, their Owners and Representatives shall comply with all applicable laws and regulations, and other applicable legal, regulatory or ethical requirements in connection with any and all business relating to AVEVA products and services. For the avoidance of doubt, this includes, but is not limited to:

- (i) all United Nations, European Union, United States of America (“U.S.”), United Kingdom (“U.K.”) trade and economic sanctions laws, regulations, embargoes or similar restrictive measures, and the applicable trade and economic sanctions laws of any other jurisdiction, and all applicable international and national export laws, regulations, orders, decrees, and lists, and any other laws relating to export control (“Sanctions/Export Laws”);
- (ii) all applicable anti-money-laundering laws and laws relating to terrorist funding (“AML Laws”);
- (iii) all applicable tax laws (including laws relating to all forms of taxes, including duties, levies and any other form of compulsory contributions) (“Tax Laws”); and
- (iv) all applicable laws relating to bribery and corruption, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 and the anti-bribery and anti-corruption laws of any other country that may have jurisdiction over the Partner or AVEVA (collectively, the “Anti-Corruption Laws”).

Partners shall not permit any person who at any time has been arrested, charged with or convicted of a crime involving violations of Anti-Corruption Laws, Sanctions/Export Laws, AML Laws, Tax Laws, or any fraud or dishonesty to be involved in any activities relating to any business relating to AVEVA products and services, unless such person has subsequently been acquitted or exonerated, or such arrest or charge annulled or dropped.

Partners will ensure that relevant staff, contractors and agents receive appropriate training and communications on compliance with laws, including those referred to in this section.

2.2 Anti-Corruption

Partners, their Owners and Representatives are strictly prohibited, whether directly or indirectly, from promising, giving, or authorising the provision of anything of value, to corruptly or otherwise improperly induce the recipient to act (or not act), or to improperly perform a function or activity, for the purpose of obtaining or retaining a business benefit, or to reward anyone for so doing. A thing of value includes, but is not limited to, money, gifts, hospitality, favours, donations, meals, and entertainment, regardless of amount.

Partners, their Owners and Representatives must comply with Anti-Corruption Laws.

Partners, their Owners and Representatives are prohibited from promising, giving, or authorising the provision of “facilitating payments” to expedite or secure the performance of non-discretionary, routine governmental duties, even if permitted by local laws.

Partners, their Owners and Representatives may not request, agree to accept, or accept a thing of value as a reward or in exchange for improperly performing any activity related to AVEVA's business or if doing so reasonably could be viewed as compromising the Partner's ability to make objective decisions on behalf of AVEVA.

Partner shall disclose in writing to AVEVA if any of its Owners or Representatives is a Public Official¹ or Politically Exposed Person ("PEP")² or a relative of such a person. It is necessary for AVEVA to be aware of the involvement of any Public Officials or PEPs in connection with its business so as to enable it to effectively assess and mitigate any associated anti-corruption risk.

2.3 Gifts, Hospitality, Donations and other Gratuities

In this Partner Code of conduct, the expression "Gratuity" is used to refer to anything of value offered, promised or given to a third party by a Partner, and may include (without limitation) gifts, cash (or cash equivalents), meals, travel, hospitality, entertainment, jobs, internships, charitable donations, social donations, political donations and even business opportunities.

The practice of giving gifts, corporate hospitality and other gratuities by way of routine business courtesy is widespread in commercial life and can be seen as a legitimate means of consolidating a business relationship. However, gratuities, depending on their nature, amount, timing and context, may be inappropriate and can in certain circumstances give rise to violations of applicable Anti-Corruption Laws. The circumstances of the gift or entertainment may suggest improper conduct, even where no impropriety or corruption is intended.

In order to secure compliance with the law and to avoid giving the impression of corrupt or improper behaviour, Partners, their Owners and Representatives must not offer, promise or give any gratuities in connection with any business relating to AVEVA products or services with the intent to improperly influence a public official or induce the improper performance of any activity or function by any person, or to reward any person (including any Public Official) for improperly performing any activity or function or procuring improper performance of any activity or function by another person (including any Public Official).

Similarly, gifts or entertainment received by Partners with the intent that an activity or function will be performed improperly, or as reward for having done so, may violate Anti-Corruption Laws.

In particular, and without limitation, given the risk of appearance of impropriety, Partners should avoid giving gratuities in the following circumstances:

- Gifts in cash or cash equivalents (e.g. gift cards, loans, stock, stock options);
- Gratuities which are a "reward" for entering into a business transaction;
- Gratuities given to someone with decision-making power during the course of, or immediately prior to, a tender or bidding process in which AVEVA is involved or in which AVEVA products or services are being proposed;
- Gratuities which are excessive in value;
- Gratuities offered to the same person with undue frequency;
- Gratuities which breach any applicable local laws;
- Gratuities which breach the rules of any applicable AVEVA scheme, including, for example, AVEVA's Global Marketing Development Fund Program;
- Gratuities which breach the Partner's own internal policies or rules;
- Gratuities which breach any rules or policies of the end user or customer (whether a public or private body) to which the recipient is subject; or

¹ "Public Official" means any person (i) who holds a legislative, governmental, administrative or judicial position of any kind (including employees of a government or government department, agency, authority); (ii) is an employee of any majority government or state owned or controlled company or organisation; (iii) is an employee of any public international organisation; (iv) is a candidate for public office; (v) is a member of a ruling royal family; or (vi) acts in an official capacity for a government or public international organisation.

² "PEP" means individuals who are or have been entrusted with prominent public functions by a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials and their close family members.

- Gratuities given in circumstances which might otherwise embarrass the Partner or AVEVA were any external party to become aware of them.

2.4. Travel Expenses

Travel and accommodation expenses may only be provided to third parties in connection with any business relating to AVEVA products or services where they are provided for genuine business purposes (for example the promotion or demonstration of AVEVA products or services, where directly related to the execution or performance of a contract with the party involved involving AVEVA products or services).

Any reimbursement by a Partner of travel or accommodation expenses should be made directly to the appropriate end user or customer or other recipient of the gratuity (whether a public or private entity) and not directly to the individual concerned.

Reimbursements for travel expenses in connection with any business relating to AVEVA products or services should not be paid using cash.

2.5 Political, Social and Charitable Contributions

Gifts to charities and political parties are often used as a means of disguising improper payments to a government official or a relative of a government official.

Partners must not use political or charitable donations to obtain or retain business or to influence a business decision by a customer, end user or any other third party.

AVEVA Partners must not use AVEVA's funds or assets to make direct or indirect payments, loans, donations, gifts, advantages or benefits to a charity, political party or research organisations or "think tank", pressure group or lobbyist in order to

- induce or reward the improper performance of a function or activity (or acts which could be perceived in that way) by any person (including any Public Official) in connection with any business relating to AVEVA products or services; or
- influence any Public Officials in the carrying out of his or her public functions with the intention of obtaining or retaining business or other advantage for AVEVA.

Nor may Partners make any such payments in connection with any business relating to AVEVA products or services.

2.6 Public Sector Contracting

When selling to public sector entities, Partners will support fair and open competition by complying with all laws and regulations related to government procurement, tenders, and bids. Partners will not conspire with other Partners, including but not limited to, bid rigging, placing orders prior to tender finalisation, price fixing, or other forms of collusion.

2.7 Discounts

Partners benefit from generous discounts off AVEVA list prices which afford them an adequate margin. Moreover, Partners may from time to time request special additional discounts in connection with particular transactions or opportunities. Where any additional discount is approved by AVEVA, the Partner must pass that additional discount on to the customer or end user.

Partners must not use or retain funds made available by means of AVEVA discounts in off-book accounts (sometimes known as "slush funds") which are to be used to fund additional off-book gratuities.

2.8 Sub-Contractors and Sub-Distributors

Partners sometime make use of sub-contractors or work with sub-distributors in connection with opportunities relating to AVEVA products or services. Partners must ensure that any such sub-contractors or sub-distributors are appointed on merit, not by way of reward for or inducement to secure improper performance by any person of any function or activity, and that conflicts of interest are avoided in the appointment of such sub-contractors or sub-distributors.

Sub-contractor and sub-distributor must only be engaged to actually perform services they are qualified to perform. Partners must treat with great caution a request by any end user or customer that the Partner appoint a particular sub-distributor or sub-contractor.

2.9 Accounting

Partners, their Owners and Representatives must keep accurate books, accounts, and records for all transactions related to business with AVEVA, including any gratuities.

Partners, their Owners and Representatives are prohibited from using fictitious, inaccurate, or misleading documents to support transactions related to business with or on behalf of AVEVA, and are prohibited from engaging in false or misleading accounting practices, such as using undisclosed or unrecorded payments.

3. CONFLICTS OF INTEREST

A conflict of interest arises when personal or professional interests or activities may conflict with, or appear to conflict with, the best interests of AVEVA.

One example of a conflict of interest relevant to Partners' business relating to AVEVA products and services would be where a family member of a representative of a Partner is a systems integrator, and the Partner is in a position to favour that family member for sub-contracting roles on projects relating to AVEVA products and services. The conflict of interest exists irrespective of whether the Partner ever in fact takes any action in favour of the family member. Conflicts of interest may also arise where a Partner's Owners or Representatives are dealing with individuals as customers or end users with whom they have existing close personal, family or business connections independent of their AVEVA-related activities.

Partners must disclose to AVEVA any apparent or actual conflict of interest regarding its relationship with AVEVA. In particular, Partners must disclose to AVEVA, in connection with any end user or customer with which the Partner is transacting or proposing to transact or to whom it is directing or planning to direct marketing activities, any existing personal or family relationship, or any close commercial or professional relationship (such as being involved in the ownership of any business together) between the end user or any owner or officer of the end user and any Owner or Representative of the Partner. Disclosure should be made through AVEVA's Conflicts of Interest Register: [Login \(gan-compliance.com\)](https://gan-compliance.com)

4. TAX COMPLIANCE

In relation to with all matters connected in any way business relating to AVEVA and/or AVEVA products or services, Partners will ensure that they, their staff, contractors, agents and others performing services for them or on their behalf comply with all applicable Tax Laws.

In any matters connected in any way with business relating to AVEVA and/or AVEVA products or services, Partners will not agree to participate in any arrangements which may enable another person to evade tax or otherwise violate any applicable Tax Laws, even where requested to do so by a current or prospective customer. Any such request will be brought to the attention of AVEVA within three (3) business days the request being made.

As regards Partners who do not operate in the U.K., in the event that, in connection with any business relating to AVEVA and/or AVEVA products or services, issues arise in relation to U.K. Tax Laws, Partner will consult with AVEVA in advance of implementing decisions with implications under U.K. Tax Laws.

5. DUE DILIGENCE

It is the obligation of every Partner to carry out appropriate due diligence on their customers, suppliers, business partners, contractors and staff with a view to assessing the legal compliance and reputational risks associated with involvement with such persons. Partners will maintain adequate compliance programs, procedures, resources, and tools to conduct due diligence and restricted parties list screening on customers, business partners, contractors and staff. The due diligence and screening shall ensure that no such persons or entities are: (i) organized under the laws of, predominantly operating in, or performing activities relating to AVEVA products or services in regions subject to comprehensive trade embargoes (currently, Crimea, Cuba, Iran, North Korea and Syria); (ii) not listed on, or owned or controlled by any party on, a sanctions or export restriction list maintained by the UN, U.S., UK or EU; (iii) not engaged in any restricted end use activities, such as the development, production, stockpiling, delivery, or proliferation of nuclear weapons and other unsafeguarded nuclear activities, rocket and missile systems and technology, and chemical and biological weapons.

AVEVA recognises that Partners which will not resell AVEVA products or services (for example, systems integrators, technology Partners, commercial agents, co-sale Partners and subcontractors) may rely on AVEVA customers having been the subject of due diligence carried out by AVEVA itself or by another Partner. As such, Section 5 (Due Diligence) is not applicable to those Partners. However, systems integrators, technology partners, co-sale Partners and subcontractor should still consider what due diligence measures are appropriate in connection with their own suppliers, subcontractors and staff.

Each Partner will ensure that any third party entities it engages in connection with business relating to AVEVA products or services agree to comply with all applicable laws and the requirements of this Partner Code of Conduct. Where any such entity commits a breach of applicable laws or the Partner Code of Conduct, the Partner will make AVEVA aware of the violation and, unless AVEVA agrees otherwise in writing, cease doing business with that entity.

6. PARTNER COMPLIANCE CERTIFICATION

Each Partner will execute on an annual basis (or upon AVEVA's written request) a written certification certifying historic compliance and undertaking compliance going forward with its Agreements with AVEVA, the Partner Code of Conduct and Anti-Corruption Laws, Sanctions/Export Laws, AML Laws and Tax Laws.

7. REPORTING

It is the obligation of every Partner to report any known or suspected violations by the Partner, their Owners or Representatives, of this Code of Conduct or applicable laws. The notification must be in writing to compliance@aveva.com or [AVEVA Speak Up Portal | Legal | AVEVA](#), and shall be made no later than three (3) business days after a Partner becomes aware of such information.