PARTNER CODE OF CONDUCT (GLOBAL)

Effective Date: October 20, 2026

Introduction

This Partner Code of Conduct (the "**Code**") is issued on behalf of Revalize, Inc. and its affiliates (collectively, the "**Revalize Group**"). References to "Revalize," "we," "us," or "our" in this Code refer to the applicable Revalize Group entity engaging a particular Partner.

The Revalize Group is committed to the highest standards of ethics, integrity, and compliance. This Code is applicable to Revalize Partners, and outlines the standards and practices Revalize expects Partners to follow while conducting business with or on behalf of Revalize. "**Partner**" means any party offering and/or selling Revalize products, including distributors, OEMs, resellers, agents, and any other party to a Revalize partner agreement. "**Representatives**" means a Partner's employees, temporary employees, agents, independent contractors, subcontractors, and other representatives. All Partners are required to read and comply with these standards and to ensure that the requirements are communicated, understood, and followed by their Representatives. These standards are intended to supplement the requirements and terms outlined in your existing partner agreement(s) (whether a Reseller Agreement, Partner Agreement, Master Services Agreement, Services Agreement, or another type of agreement). By entering into any agreement with the Revalize Group or by providing Services to the Revalize Group, the Partner acknowledges and agrees to comply with this Code throughout its services to Revalize.

1. Commitment to Ethics and Compliance

This Code sets forth the minimum standards of business conduct that we expect from all of our Partners:

1.1. Compliance with Laws

Partners must comply fully with all laws and regulations, including but not limited to employment and nondiscrimination laws, child labor laws, health and safety laws, human rights laws, antitrust and competition laws, economic sanctions, export and trade control laws, data protection laws, and environmental laws.

1.2. Anti-Bribery and Anti-Corruption

Revalize has zero tolerance for bribery, kickbacks, and corruption. Partners must not offer, give, promise, or authorize the giving of anything of value, including but not limited to money, a favor, a fee, a job, entertainment, a gift, a loan, a rebate, a reward, a payoff, travel expenses, charitable donations, or products, to anyone to obtain any business, to improperly influence any act or decision, or to otherwise gain an improper advantage. Partners must comply with all applicable anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all local anti-bribery laws (together, "**Anti-Corruption Laws**"). Revalize also prohibits Partners, or their Representatives, from offering or providing cash or noncash gifts, kickbacks, or entertainment to any Revalize employee for any improper purpose, such as influencing them to take a course of action. Partners may comply with this requirement by conducting appropriate risk-based diligence on any third party that the Partner may engage regarding Revalize-related business to ensure that such third party complies with the Anti-Corruption Laws.

1.3. Financial Integrity and Accounting

Partners must maintain accurate and complete books and records related to their agreements with Revalize, all transactions related to sales of Revalize products and services, and all transactions or other expenditures with respect to any Revalize-related business. Partners are expressly prohibited from engaging in false and/or misleading accounting practices, including but not limited to creating "slush funds" or similar improper financial practices. Such practices may also violate applicable laws, including the Anti-Corruption Laws. To be clear, Revalize employees and Partners must not engage in the creation or preparation of any misleading or inaccurate transactional documentation or the falsification of any type of transactional documentation relevant to Revalize-

related business. Business records must be maintained in accordance with record retention policies and all applicable laws and regulations, including where relevant, Sarbanes-Oxley and Internal Revenue Service requirements. Partners must comply with all applicable laws and international standards relating to tax evasion, fraud, and anti-money laundering.

Partners must maintain a zero-tolerance policy for the criminal facilitation of tax evasion and must not engage in, or knowingly facilitate, tax evasion by any third party in any jurisdiction. Partners must have appropriate processes in place to identify, monitor, and address unusual or suspicious activities.

1.4. Conflict of Interest

The selection of Partners is based on the quality of their services and their business integrity. Revalize holds its employees to high ethical standards and requires them to avoid engaging in any activity that involves even the appearance of impropriety or conflict of interest. Partners must not ask or encourage Revalize employees to violate the provisions of integrity at Revalize. Partners must avoid situations, activities, and relationships that may result in an inappropriate conflict or the appearance of a conflict with Revalize's interests. Partners must notify Revalize if there is an actual or potential conflict of interest with Revalize or any of its employees. While it is not possible to list every conceivable conflict of interest, a Partner must disclose to Revalize if the Partner (or someone employed by the Partner) is employed by or has a significant financial interest in Revalize, or if the Partner (or someone employed by the Partner) has a family member who is employed by or has a significant financial interest in Revalize. Partners that are aware of a conflict of interest or concerned that a conflict might develop are required to promptly notify Revalize Group at legal@revalizesoftware.com.

1.5. Diversity, Equity, and Inclusion

Partners must not discriminate against any employee, applicant, or contractual counterparty on the basis of race, ethnicity, national origin, disability, religion, age, sex, gender identity or expression, sexual orientation, marital or civil partnership status, or any other protected characteristic under applicable law.

Partners are expected to maintain effective non-discrimination and anti-harassment policies. The Revalize Group encourages Partners to promote diversity and inclusion within their organizations, including through training and development initiatives.

Partners are also expected to use best efforts to engage diverse businesses in connection with the services and to comply with applicable regulatory and local diversity program requirements.

1.6. Human Rights and Labor Standards

Revalize is committed to protecting and promoting human rights wherever it does business. Revalize expects Partners to (a) support internationally recognized human rights and treat their own employees fairly, with dignity and respect, (b) comply with all applicable laws and regulations regarding health and safety in the workplace, wages, and benefits, and (c) work toward the eradication of human trafficking and slavery and the elimination of child labor in their operations and in their supply chains. In addition, Revalize expects Partners to support fair labor practices, including the freedom to associate, freely chosen employment, and to create a work environment that is free from harassment and discrimination. Partners must comply with all relevant slavery and human trafficking laws in the countries in which they do business. Revalize may require additional written certification of compliance with these laws from Partners. Revalize Partners must use reasonable measures to ensure that they do not use minerals from conflict regions.

1.7. Confidentiality

Partners must protect all technical, customer, and business information, including all tangible or intangible, oral, written, visual, electronic, proprietary, or confidential information received from or relating to the Revalize Group or its clients ("**Confidential Information**").

Partners may use Confidential Information solely for the purpose of performing the services, must not disclose Confidential Information to any third party except as permitted in writing by the Revalize Group, and must implement appropriate administrative, technical, and physical safeguards to protect Confidential Information. At a minimum, Partners must implement the following safeguards:

- access controls based on the principle of least privilege,
- safeguards to prevent unauthorized access and malicious activity, including anti-malware protections
- logging, monitoring, and analysis capabilities designed to detect potential security incidents,
- vulnerability management and timely patching processes, and
- documented incident response procedures.

Partners must promptly notify the Revalize Group at **legal@revalizesoftware.com** of any actual or suspected breach of confidentiality.

1.8. Personal Data and Privacy

Partners must comply with all applicable data protection and privacy laws. In providing the Services, Revalize Group may directly or indirectly disclose personal data to Partners (the "Personal Data"). Partners must:

- collect, use, process, store, transfer, and disclose Personal Data only as permitted by Revalize Group or otherwise agreed in writing,
- retain Personal Data only as long as reasonably necessary to satisfy the purpose for which it was disclosed or as long as legally required,
- comply with applicable cross-border transfer requirements,
- assist Revalize in responding to data subject rights requests, where applicable,
- obtain and carry insurance (from a reputable insurance carrier) to cover any violation of applicable data protection and privacy laws,
- implement technical, administrative, and physical safeguards that are consistent with industry best practices to protect Personal Data from theft, fraud, improper access disclosure, and misuse, and
- promptly notify Revalize Group of any unauthorized access, disclosure or breach involving Personal Data.

1.9. Environmental Sustainability

Revalize Group recognizes the importance of protecting the natural environment and its shared responsibility in addressing the critical environmental issues facing the planet. Partners are encouraged to notify Revalize Group about products or services that might help Revalize Group reduce its environmental impact. Partners are encouraged to track and report on their annual greenhouse gas (GHG) emissions and energy consumption. Partners are also encouraged to use best efforts to reduce their GHG emissions and energy consumption, and set GHG emission reduction targets validated by the Science Based Target initiative (SBTi). Revalize Group reserves the right to request information from its Partners regarding their own environmental practices.

1.10. Export Controls

Partners must comply with all U.S. and local export, re-export, and economic sanctions laws and regulations, restrictions reflected in relevant Revalize licenses, agreements, or program materials, and any other trade compliance restrictions applicable to Revalize-provided products and services, regardless of whether the product or service is Revalize-branded. Partners must not—directly or indirectly—export, reexport, or transfer Revalize products, or make Revalize products or services available, to restricted destinations, to restricted end users, or for restricted end uses without first obtaining all approvals or licenses required under U.S. or other applicable laws and regulations. In addition, Partners must not provide or facilitate the submission of misleading or inaccurate information concerning end destinations, end users, and potential end uses of Revalize products, and they must promptly notify Revalize if they learn a product or service has been made available to someone who is ineligible to receive it under applicable law. Partners are responsible for understanding how the export control laws and regulations apply and for monitoring changes to them.

1.11. Antitrust and Fair Competition

Revalize expects Partners to win business through fair and honest competition. Partners must not propose or enter into any agreement (whether formal or informal) with any competitor that harms or reduces competition. For example, agreements to fix or control prices for Revalize products or services, boycott suppliers or customers, divide or allocate customers or markets, or coordinate on the bidding process are strictly prohibited. Partners must not attempt or even discuss such activities with Revalize employees, other Revalize business partners, or representatives of other companies. In addition, Partners must not share competitively sensitive information such as price, profit or profit margin, exchange rates, costs, credit terms, or quotes for a specific customer's business

with any of their competitors. Partners must compete fairly in their dealings with customers. Partners must not make any false representations to anyone or engage in other misleading or deceptive conduct in relation to any Revalize product, service, or transaction. Partners must comply with all applicable antitrust and competition laws and regulations, including all national, state, and/or local laws in the U.S. and internationally, and all competition law program rules published by Revalize.

1.12. Sales, Marketing, and Customer Interactions

To the extent a Partner markets, sells, distributes, refers, or supports Revalize products or services, such Partner must:

- make only truthful, accurate, and non-misleading representations,
- not make any representations, warranties, or commitments on behalf of Revalize without prior written authorization,
- comply with all applicable marketing, advertising, and consumer protection laws,
- adhere to applicable Revalize branding and marketing guidance, and
- promptly notify Revalize of any material customer complaints or regulatory inquiries relating to the Services.

2. Compliance with this Code

2.1. Reporting Violations

Partners are required to promptly report violations of this Code or other Revalize Group policies to Revalize Group's Legal Team. To report a violation of this Code, please email legal@revalizesoftware.com. Partners shall not retaliate or take disciplinary action against any individual who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code.

2.2. Revalize Group's Rights

In the event of non-compliance with or violations of this Code, Revalize Group may give the Partners a reasonable opportunity to respond with proposed corrective actions, unless the violation is severe, incurable, or there is a violation of law. In such cases, Revalize Group reserves the right to suspend or terminate its relationship with a given Partner.

3. Order of Precedence and Revisions to the Code

This Code does not supersede any applicable law or provision of any agreement between Revalize Group and Partners. In the event that any local law or regulation is more restrictive than this Code, local law or regulation shall govern. Revalize Group reserves the right to update or revise this Code at any time.

4. Monitoring

The Revalize Group may conduct periodic or annual compliance assessments or surveys to confirm adherence to this Code. Partners are expected to monitor compliance within their operations and provide supporting evidence upon request.