



QLIK PARTNER CODE OF CONDUCT

February 2020

Qlik is committed to the highest ethical standards, including compliance with applicable laws and regulations, and believes this commitment is critical to our success. Qlik values its relationships with its partners, and believes that our collective success is supported by a shared commitment to ethical business practices, sustainability, philanthropy, diversity and inclusion. To that end, all Qlik partners are expected to comply with the principles set out in this Partner Code of Conduct (the “Code”).

This Code applies to all Qlik partners, which includes but is not limited to, agents, resellers, partners and distributors, as well as their respective employees and contractors doing business on Qlik’s behalf (which includes, but is not limited to their permanent and temporary employees, independent contractors, suppliers, agents and/or downstream partners).

1. COMPLIANCE WITH LAWS

a. Compliance with all Laws

Obeying the law is the foundation on which Qlik’s ethical standards are built. You must comply with applicable laws, rules and regulations.

Qlik is a global business and recognizes that many of our partners operate in different international environments. Nonetheless, all Qlik partners are expected to adhere to the principles in the Code in their dealings with Qlik and when conducting any business on Qlik’s behalf. If you operate in a country where local laws are more restrictive than this Code, then you are expected to comply with those laws. However, if you are subject to laws which are less restrictive than the principles of this Code, you are still expected to comply with this Code, even if your conduct would otherwise be “legal” under applicable law.

b. Anti-bribery/Corruption

Qlik is committed to conducting its business free from any form of bribery and corruption, and expects its partners to uphold these standards as well. The law prohibits, among other things, offering, accepting or giving anything of value to another party for the purpose of inducing them to behave unethically. This applies in particular to dealings with government officials, but also applies to private party dealings as well. Even the appearance of improper behavior may cause harm or be illegal. You are expected to comply with all applicable legislation concerning bribes, kickbacks (including facilitation payments) and corruption, notably the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010, as well as any other applicable local legislation, and to have your own policies and procedures in place to actively ensure compliance with these laws.

c. Gifts & Entertainment

The purpose of business entertainment and gifts in a commercial setting is to create goodwill and sound working relationships; not to gain unfair advantage with customers. No gift or entertainment should ever be offered, given, provided or accepted by you unless it:

- is not a cash or cash equivalent gift;
- is consistent with customary business practices;
- is not excessive in value;
- is not, and cannot be construed as, a bribe or payoff; and
- does not violate any laws or regulations.

In particular, you should not give money or anything of value, directly or indirectly, to government officials or political candidates in order to improperly obtain or retain business. "Government official" is interpreted widely, and can include, but is not limited to, any person holding an executive, legislative, judicial or administrative public office, or a person or company doing business on their behalf, or any government employee (including those of international organizations like the UN or World Bank). If you are ever in doubt about a gift or item you are considering giving while doing business on Qlik's behalf, contact partner.compliance@qlik.com for guidance.

d. Trade Controls

As a global company, Qlik must ensure compliance with laws and regulations that govern the sale, transfer and use of its technology. These laws and regulations prohibit or restrict, amongst other things, business dealings with certain countries, and/or transactions with persons or entities identified on lists such as the US Office of Foreign Assets Control Specially Designated Nationals list (which is currently published under <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

You are responsible for understanding how the relevant trade control laws and regulations apply and have policies and procedures in place to ensure that no Qlik products, services, information, data and/or materials will be imported or exported, directly or indirectly, in violation of, or used for any purpose prohibited by, these laws and regulations. In addition, you must not participate in any economic boycott not sanctioned by the US government. Should you become aware or suspect that any transaction concerning Qlik products and services may ultimately breach such trade control laws, you must immediately inform your most senior Qlik sales contact and partner.compliance@qlik.com.

e. Competition/Anti-Trust

Qlik is committed to rigorously observing laws which protect consumers and fair market practices, such as competition and antitrust laws, and Qlik expects the same of its partners. These laws generally prohibit behavior or agreements that unreasonably restrain trade, unfairly reduce competition or collusion between companies to set prices or divide markets to the detriment of consumers. Such agreements and behaviors are not tolerated by Qlik and should not be tolerated by its partners. Competition and antitrust laws are present in most territories, and you are expected to comply with any that apply to you.

f. Insider Trading

In the course of business, you may learn of confidential information that could impact another company's stock price. However, laws exist prohibiting the trade of stock of a company when you know of material confidential information about that company. Material non-public information may include:

- financial information;
- new product or business lines;
- anticipated mergers, acquisitions or divestitures; and/or
- management changes or business restructurings

You are expected to comply with all insider trading laws, and not "tip" others who might make an investment decision on the basis of this information for themselves or on another's behalf.

g. Human Rights and Fair Labor Practices

Partners shall not use any form of slave, forced, bonded, indentured, or involuntary labor, and shall comply with all applicable laws prohibiting involuntary labor practices, including the U.K. Modern Slavery Act 2015. Partners shall treat their workers fairly and with dignity and shall provide a workplace free of harassment and unlawful discrimination. Partners shall comply with all applicable local labor laws governing working hours and employee compensation in all locations in which they operate.

Partners shall not use child labor as defined by applicable law regulating minimum legal age to work. The employment of young workers below the age of 18 shall occur only in non-hazardous work and when young workers are above a country's legal age for employment or the age established for completing compulsory education.

h. Data Protection

The collection, storage and processing of data in particular, personal data, is becoming increasingly subject to stringent regulations and Qlik takes its obligations to protect data very seriously. You are expected to comply with all relevant laws concerning privacy / data protection of personal data, and to apply the same level of protection as afforded by Qlik's own privacy policy located at <http://www.qlik.com/us/legal/cookies-and-privacy-policy>. These privacy obligations include, but are not limited to:

- keeping confidential any personal information;
- using it only for the lawful purpose intended;
- deleting it once the purpose for which it was collected/processed has been fulfilled;
- only disclosing it (including internally) on a "need to know" basis to staff trained to handle personal data who are bound by adequate confidentiality obligations;
- respecting the rights of any relevant data subjects under local law;
- complying with any reporting obligations in the event of a data breach; and
- and having adequate safeguards in place to ensure the security of personal data.

2. BUSINESS PRACTICES AND ETHICS

a. Accurate record keeping

Qlik requires honest and accurate recording and reporting of information in order to make responsible business decisions and comply with the law. The same standards are expected of partners. This includes maintaining complete and accurate records of sales of Qlik products and services. False or misleading documentation, whether or not it results in personal gain, is never permissible.

b. Honest marketing, dealings and use of Intellectual Property

Partners must not engage in any misleading or deceptive practice. You must comply with all laws and Qlik's guidelines with respect to Qlik's trademarks, products and services. Partners must stop using any Qlik logo, trademark, or design if so instructed by Qlik and must at all times respect Qlik's intellectual property rights. You must always act in accordance with Qlik's visual guidelines and partner brand policies, and must not use on any other goods or services any trademarks, logos or designs resembling those of Qlik, which are likely to cause confusion to customers as to the origin of the goods or services. You must also not hold yourself out, directly or indirectly, as Qlik.

c. Roadmaps and future availability of products

Partners must not commit to the future availability or details (such as pricing) of any future functionality or feature of a current or future Qlik product. To the extent you do communicate information (in marketing or otherwise) to customers or potential customers, this must always be in line with any applicable Qlik approved guidelines/authority.

d. Conflicts of Interest

Qlik expects its relationships with partners to be free from conflicts of interest. This includes anything which would cast doubt on your ability to act with total objectivity with regards to the distribution of Qlik products and/or services. An example would be where your personal financial interests are at odds with those of your engagement with Qlik. If you feel that any actual or potential conflict of interest (or even the appearance of one) has arisen or may arise, you must report this to your most senior sales contact at Qlik.

e. No side arrangements

Qlik prohibits any side arrangement (written, electronic or verbal) between Qlik and any partner or any other customer with respect to Qlik products and services. Side agreements are modifications to contractual terms and conditions that are either undocumented or documented separately from the actual contractual document. ALL negotiated terms and conditions are required to be included in the final contractual agreement with partners and customers. If you become aware, or suspect that, a side arrangement has been entered into, you must immediately communicate it to your most senior sales contact at Qlik.

f. Requirement of a bona-fide end-user

Qlik believes in honest and transparent business dealings, and expects that all purchase orders placed with Qlik will be in relation to a bona-fide third party end-user order. If you become aware of, or suspect, that a purchase order has been placed without a bona-fide third party end-user, you should immediately inform your most senior sales contact at Qlik and partner.compliance@qlik.com.

g. Confidentiality

In the course of your relationship with Qlik, you may from time to time have access to confidential information, such as pricing, product and services information. You must safeguard this information by not transferring, publishing, using, or disclosing it other than as permissible by law and relevant contractual terms you have in place with Qlik.

h. Influence and Finders Fees

Qlik pays influence and finders fees (referrals) to eligible partners based on identifiable activities performed by partners that do not execute the resale transaction. The partner must fulfil the requirements of the applicable partner referral process for the applicable opportunity. Partners should not request or accept referral, influence or finder fees for any activity outside of the intended purpose of the partner referral process.

3. HEALTH, SAFETY AND ENVIRONMENT

a. Health and Safety

Partners must provide their workers with a safe workplace, have reasonable procedures to detect, prevent and handle potential risks to the health, safety and security of their workers, and follow all applicable laws relating to health and safety in the workplace.

b. Environment

Partners shall operate in an environmentally responsible manner, strive to minimize adverse impact on the environment and comply with all environmental laws in the countries in which they operate.

4. CERTIFICATION/IMPLEMENTATION/COMPLIANCE

Qlik has in place its own systems and internal code of business conduct to ensure the above principles are complied with. You must also ensure that adequate procedures, such as policies and adequate due diligence on your own supply chain and customers, are in place in your organization to ensure the above principles are adhered to.

Qlik may require you to certify in writing your compliance with this Code and its principles, and Qlik reserves the right to appoint a 3rd party representative to audit your compliance.

5. REPORTING CONCERNS

You should immediately report any conduct that you believe in good faith to be an actual, apparent, or potential violation of this Code to your most senior Qlik contact and to Qlik's Legal Department at partner.compliance@qlik.com. Each Qlik partner must cooperate with any investigation by Qlik regarding any suspected or actual breach of these principles. Any violations of this Code by you or your employees or representatives must be promptly remedied by you. In the event of a material violation, in addition to Qlik's rights under any agreements or law, Qlik may immediately terminate any partner agreements with you and/or cancel any outstanding fees payable to you, pursuant to any applicable laws and without any liability to Qlik.

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