



Partner Code of Conduct

Digital.ai expects you, as an Digital.ai business partner (i.e. merchant, etc.) to adhere to the highest ethical principles in conducting your business and to avoid engaging in any activity that involves even the appearance of impropriety. You have a critical role in protecting the trust which investors, customers, colleagues and the global business and financial community place in Digital.ai and our business partners. All references to "you" in this document refer to the Digital.ai partner to whom this document is directed as well as all of its directors, officers, employees, agents, contractors, consultants, and employees (collectively "Personnel").

This Code of Conduct ("Code") applies to you and your Personnel in all of your activities related to your business relationship with Digital.ai throughout the world. You will ensure this Code is given to your Personnel who work with Digital.ai's personnel or market Digital.ai software or services. Any violation of this Code will result in disciplinary action up to and including termination of your agreement with Digital.ai and status as an Digital.ai business partner.

This Code defines minimum standards of business conduct and acceptable business practices. If local laws and regulations are more permissive than this Code, you are expected to comply with the Code. If local laws and regulations are more restrictive, you must always comply with those legal requirements.

1. Financial Integrity and Accounting. Any information and submissions that you provide to Digital.ai or customers must be complete, accurate and not misleading. You must comply with policies and procedures in accordance with the rules set forth in the Truth in Lending Act (TILA), Regulation Z, the Official Staff Commentary, the Dodd-Frank Wall Street Reform and Consumer Protection Act and any other applicable regulations. You shall take all appropriate steps to ensure that you act in compliance with such applicable statute, rules, regulations and commentary, including but not limited to training, automated systems controls, compliance testing, and other reasonable instructions provided by Digital.ai.

2. Anti-Bribery Compliance. You must comply with all applicable federal, state and local anti-bribery and money laundering laws, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA"), the U.S. Federal Procurement Integrity Act and the U.K. Bribery Act of 2010. You must not, directly or indirectly, offer, give, or issue authorization to offer or give, any money, gift, bribes, kickbacks or anything of value (this includes gifts, travel, meals and entertainment) to anyone, including but not limited to foreign or government officials, employees or representatives of any government or government agency, private or public company, or public or international organization, or to any other party, that is or could be perceived as intended, directly or indirectly, to improperly influence a person in order to obtain any unfair competitive advantage or to obtain or retain business related in any way to Digital.ai software or services. You must fully comply with any applicable rules regarding tender and bid processes. You may not offer employment to government employees or officials if doing so would violate applicable laws.

3. Antitrust and Competition Laws. You must comply with all applicable antitrust and competition laws and regulations. It is not permissible for you and other Digital.ai partners to do or attempt to jointly do any of the following: 1) fix or control prices for Digital.ai offerings, 2) boycott suppliers or customers, 3) divide or allocate markets or customers, or 4) coordinate competing bids.

4. Conflicts of Interest. You will not engage in any activity with Digital.ai or its employees, agents or affiliates that would interfere with your contractual responsibilities to Digital.ai or that may be perceived as a conflict of interest that could reasonably be likely to interfere with such responsibilities. Conflicts of interest may include, but not be limited to, Digital.ai personnel being your officers, directors or



shareholders, payment of incentives to Digital.ai personnel, or any economic or family relationship with Digital.ai personnel. In the event you become aware of a conflict of interest, you will promptly notify Digital.ai.

5. Communications Regarding Digital.ai. All statements, communications, and representations to Digital.ai customers must be accurate, complete, and not misleading. Similarly, you must not make or attempt to make any written or oral agreements or commitments on behalf of Digital.ai, including software or service feature commitments, without written authorization from Digital.ai. You must not defame or disparage Digital.ai, other Digital.ai business associates, competitors or customers.

6. Improper Conduct Reporting. You will report any alleged or improper conduct by Digital.ai employees, agents, consultants, or resellers to Digital.ai's legal department at legal@digital.ai.

7. Protection of Information. You must maintain the confidentiality of the confidential information and other proprietary information that you may obtain in the course of your business relationship with Digital.ai. You must not reproduce copyrighted software, documentation, or other materials unless properly authorized to do so. You are responsible for making sure this restriction is understood and followed by your employees and agents and must also observe any applicable data privacy requirements.

8. Export Compliance. You must have and follow a documented export control program designed to assure compliance with U.S. and all other applicable export and import laws and regulations. Except under license or as otherwise permitted under such laws and regulations, you shall not export, re-export, transfer, divert, release, import or disclose to any other person or entity (nor shall you make any use thereof) any (1) Digital.ai's software and services or (2) technology relating to Digital.ai's current or future products.

9. Responsible Business Partner Conduct. You and your Personnel must conduct yourselves in a professional manner while representing Digital.ai software and services in the marketplace. This means treating all persons with dignity and respect in a businesslike manner while marketing, selling or supporting Digital.ai software and services.

10. Relationship of the Parties. You and Digital.ai are independent contractors and neither party shall be considered the agent of the other party for any purpose whatsoever. Nothing in this Partner Code of Conduct shall be construed as establishing a partnership or joint venture between the parties.

11. Human Rights of Workers; Health and Safety. You must be committed to upholding the human rights of workers and to treating them with dignity and respect as understood by the international community. By way of example, you must comply with fair labor standards that permit freely chosen employment, prohibit child labor and human trafficking, and allow for reasonable working hours and payment of fair wages and benefits. You must avoid inhumane treatment of workers. You must be committed to a workforce that is free of harassment and unlawful discrimination and which allows for freedom of association of personnel. In addition, you must maintain a safe and healthy work environment.

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