

## MIMECAST PARTNER CODE OF CONDUCT

### INTRODUCTION

Mimecast's commitment to maintaining the highest ethical standards starts at the top and resides with every employee as well as partners and third parties with whom we do business. Mimecast's continued success depends upon fostering a culture in which our partners reinforce our values, and we expect our partners to operate in compliance with the principles outlined in this Partner Code of Conduct (this "Code"). Mimecast reserves the right to modify this Code at any time in its sole discretion, without prior notice.

The provisions of this Code are in addition to those specified in any agreement between its partners and Mimecast. Though partners must self-monitor, they should be able to demonstrate their compliance with this Code upon Mimecast's request. Failure to comply with the terms of this Code may jeopardize a partner's relationship with Mimecast, up to and including termination of the agreement between Mimecast and partner.

As used in this Code, "partner" means any firm or individual that is engaged in a relationship with Mimecast under our channel partner or cyber alliance programs. This Code also applies to employees, agents, downstream partners, and subcontractors of any partner (collectively, "representatives"). All partners are expected to educate their representatives to ensure they understand and comply with this Code.

### CULTURE OF ETHICS

#### Compliance with Laws

**Partners are responsible for complying with all applicable laws and regulations in the locations where they do business.** This Code sets out the minimum standards applicable to partners, but where local laws are more stringent, they must be followed. Partners agree to maintain, throughout the duration of dealings with Mimecast, their own policies and business controls to ensure compliance with applicable law and this Code.

#### Business Integrity

Partners must exercise high standards of integrity in business interactions, and all of their business dealings with Mimecast are subject to the terms of the applicable agreement with Mimecast and must be accurately reflected in their books and records in accordance with applicable laws and regulations. Such books and records will be made available upon request to Mimecast, or any accounting firm Mimecast may designate, in order to verify partners' compliance with this Code. Partners are prohibited from entering into side letters, whether verbal or written, involving unapproved, non-contractual understandings relating to Mimecast transactions. Partners must not engage, directly or indirectly, in any activity that constitutes money laundering, terrorist financing, tax evasion or fraud. Partners must not engage in any activity which could discredit Mimecast.

#### Anti-Bribery and Anti-Corruption

Partners must understand the requirements of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any other applicable laws and regulations concerning anti-bribery and anti-corruption and their applicability to conduct under the agreement with Mimecast. Partners must ensure strict adherence to anti-corruption laws, the Mimecast Anti-Bribery and Anti-Corruption Policy and must implement appropriate policies and procedures designed to ensure a zero tolerance policy in relation to bribery, corruption, kickbacks, and/or

embezzlement by partner or any of its representatives. Partners must not take, or allow any representatives or third party to take, any action or engage in any practice that would violate anti-corruption laws or cause another party, including Mimecast, to violate such laws. Partners must not offer, promise, authorize, give or accept a bribe or anything of value, either directly or indirectly, in order to obtain or retain Mimecast or any other business or to otherwise gain an improper advantage.

### **Export Controls**

Partners must comply with all applicable trade sanctions and export control laws. Partners must ensure that, in connection with the products and services supplied by Mimecast, they do not contract with or otherwise do business with any individual, company, organization or other entity, or with, in or involving any country or territory that is the subject or target of any U.S. or other national government financial and economic sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties, including those imposed, administered or enforced from time to time by the U.S. government, United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom (including, but not limited to, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine and such other regions of Ukraine as have been comprehensively sanctioned by the United States, including the so-called Donetsk People's Republic and the Luhansk People's Republic region).

### **Competition and Antitrust**

Partners must always compete ethically, fairly and in compliance with competition, antitrust and similar laws designed to promote a market that is fair to all participants and beneficial to customers. Partners must not enter to any agreements with the intention of price fixing, controlling prices, bid rigging, dividing markets or other impermissible arrangements under any applicable competition laws.

### **Intellectual Property and Software**

Partners must respect all intellectual property rights and software licensing obligations and use technology only in a manner that protects, and is in compliance with, the owner's intellectual property rights.

### **Confidential Information and Data Protection**

Partners must abide by all Mimecast contractual terms regarding the protection of Mimecast proprietary, confidential, and personal information. Partners are not permitted to use any such information for any other purpose other than as authorized in writing by Mimecast. Partners must comply with applicable data privacy and protection laws and regulatory requirements relating to the processing of personal information during the course of its relationship with Mimecast, particularly as it relates to the partners' provision of Mimecast services to the ultimate end customers.

### **Gifts, Meals, and Entertainment**

Partners shall not provide any gift, meal, or entertainment to a Mimecast employee in any situation which might improperly influence, or appear to improperly influence, such employee's decision in relation to partner. Partners shall exercise good judgment, discretion, and moderation when giving or accepting gifts or entertainment in business settings.

### **Conflicts of Interest**

Partners must be free from conflicts of interest in dealing with Mimecast and avoid any situation or relationship that creates (or could even appear to create) a possible conflict between its own interests and the interests of Mimecast. For example, partners must not deal directly with any Mimecast employee whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the partner. In the course of negotiating an agreement with Mimecast or performing the partners' obligations under an agreement, partners are also prohibited from discussing or dealing directly with any of such partners' employees, whose spouses, domestic partners, or other family members/relatives who are employed by Mimecast. Any relationship that is or could have the appearance of a conflict of interest should be disclosed to Mimecast immediately.

## **Insider Trading**

Employees of partners who are aware of material information about an organization that is not generally known or available to the public shall not buy or sell securities of that particular organization. Employees of partners are also prohibited from disclosing this type of information to others who may trade in securities based on that information.

## **PUBLICITY**

Partners may refer to Mimecast in publicity materials or a press release, only if permitted under the applicable agreement between Mimecast and partner and with Mimecast's prior written consent.

## **EMPLOYMENT AND LABOR**

### **Human Rights and Modern Slavery**

Partners must: (i) treat all of their workers fairly and with dignity, (ii) adopt an approach to human rights consistent with the United Nations Universal Declaration of Human Rights and the OECD Guidelines for Multinational Enterprises, (iii) support and respect the protection of internationally proclaimed human rights, (iv) ensure that they are not complicit in human rights abuses, and (v) ensure that all parts of its supply chain are committed to eradicating modern slavery.

### **Freedom of Association**

Where legally authorized, partners must respect their employees' rights to join or form trade unions and to bargain collectively, or to conduct similar activities.

### **Employment Practices**

Partners must not: (i) use any form of slavery, forced, bonded, indentured or involuntary labor, and must fully comply with all laws that prohibit the use thereof, (ii) engage in human trafficking or exploitation, (iii) import goods tainted by slavery or human trafficking, or (iv) retain employees' government-issued identification, passports or work permits as a condition of employment.

### **Commitment to Diversity, Equity and Inclusion**

Partners must not discriminate against their employees in hiring practices or any other term or condition of employment on the basis of race, color, gender, sex, age, disability, religion, sexual orientation, or any other status protected by law. Partners must make good faith efforts to identify and, where available and appropriate, use suppliers certified as minority, women, disabled person, lesbian, gay, bi-sexual, transgender, and/or veteran-owned.

## **Professional Behavior**

### **Prevention of Harassment**

Partners must always act in a professional manner and provide a workplace free of harassment and discrimination in which their employees are treated fairly and respectfully.

Partners must maintain a strict policy prohibiting harassment and sexual harassment against: (i) their employees and representatives; and (ii) any Mimecast employees or its other third parties that they engage with during the course of business interactions, including but not limited to business related events.

The following is a non-exhaustive list of behaviors that are prohibited : (i) unwanted sexual advances or propositions; (ii) inappropriate visual conduct: leering, making sexual gestures, and/or display of sexually suggestive or derogatory objects or pictures, cartoons, posters, websites, emails, or text messages, whether or not based on an individual's protected characteristics; (iii) inappropriate verbal conduct: making or using derogatory comments, innuendos, epithets, slurs, jokes of a sexual nature, or making comments about an individual's body or dress; (iv) inappropriate physical conduct: touching, assault or impeding or blocking normal movements; and/or (v) retaliation for making reports of or threatening to report any form of harassment or sexual harassment.

## **Health, Safety and Environment**

### **Health and Safety**

Partners must: (i) provide their employees with a safe workplace, (ii) have reasonable procedures to detect, prevent and handle potential risks to the health, safety and security of their employees, and (iii) follow all applicable laws relating to health and safety in the workplace.

### **Environment**

Mimecast expects all partners to recognize their responsibility towards the planet. Partners must conduct their business in an environmentally responsible manner, by striving to minimize any adverse impact on the environment, and complying with all applicable environmental laws in the countries in which they operate.

## **Reporting Concerns**

### **Reporting**

Mimecast is committed to the highest standards of openness and accountability. Partners are expected to report concerns relating to suspected violations of this Code. To raise concerns or suspected violations, Mimecast offers the following methods:

By writing via U.S. or international mail to: Chief Compliance Officer c/o Mimecast North America, Inc. 191 Spring Street Lexington, MA 02421 USA (may be anonymous)

By phoning or making an online report through: Mimecast [Reporting Hotline](#) (may be anonymous)

By emailing: [ComplianceOfficer@mimecast.com](mailto:ComplianceOfficer@mimecast.com) (anonymity may not be maintained)

For accounting, internal accounting controls, or auditing matters (or other related issues) to the Chair of the Mimecast Audit Committee: Mimecast [Reporting Hotline](#) (may be anonymous) OR [AuditCommitteeChair@mimecast.com](mailto:AuditCommitteeChair@mimecast.com) (anonymity may not be maintained)

Partners must not use these reporting channels in bad faith or in a false or unreasonable manner.

### **Whistleblower Protection and Anonymous Complaints**

Partners must protect the confidentiality of any whistleblower employees, prohibit retaliation, and, where legally permitted, provide an anonymous complaint mechanism for their employees or third parties to report concerns in relation to their own policies.