

Partner Code of Conduct

Effective June 2025

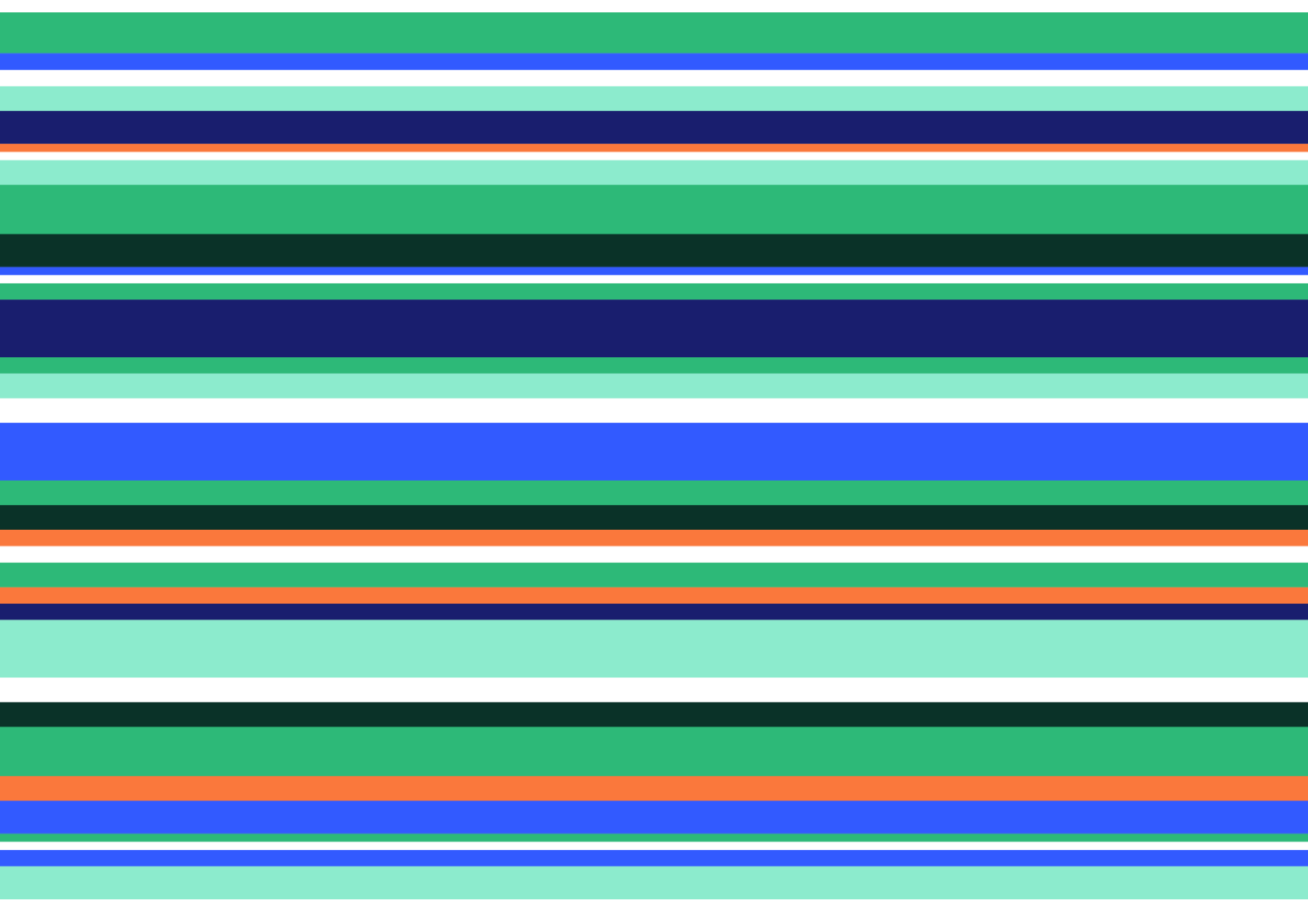


Table of Contents

1. Introduction.....	4
2. Purpose.....	4
3. Scope.....	4
4. Policy Statement.....	4
4.1 Anti-Corruption Laws.....	4
4.2 Other Trade and Sale Laws and Ethical Standards.....	5
4.3 Conflicts of Interest.....	6
4.4 Compliance Management System.....	6
4.5 Monitoring and Due Diligence by SUSE.....	6
5. Reporting a Violation of this Policy.....	7
6. Sanctions.....	7

This document is intended to provide policy, procedure, standards and guidance in respect of SUSE. This document is reviewed at least annually to ensure its validity.

SUSE reserves the right to modify or change any policies and procedures outlined in these pages at any time without prior notice (subject to consultation in some countries). Modifications to this Partner Code of Conduct will be effective with respect to each Partner as of the first partner contract renewal date following each applicable modification. Partners are expected to regularly review this Partner Code of Conduct to determine whether any modifications have been made. SUSE has no responsibility to notify any Partner of any modifications to this Partner Code of Conduct.

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1. Introduction

SUSE expects its Partners to maintain the highest standards of business ethics; to be familiar with and comply with all laws that are applicable or otherwise relevant to their business including in their capacity as a SUSE Partner, including anti-bribery, anti-corruption, public procurement, antitrust and competition, export, employment, data privacy, cybersecurity, anti-discrimination and health and safety laws; and to keep up to date with all legal and regulatory changes that are relevant to its role as a SUSE Partner.

2. Purpose

The purpose of this Partner Code of Conduct is to set out the standards of business conduct and ethics with which SUSE requires its Partners to comply and to ensure that Partners are aware of and comply with their legal obligations in relation to the conduct of their business.

3. Scope

This Code of Conduct is applicable to all SUSE Partners, their employees, agents, subcontractors and independent contractors. A SUSE Partner is any party marketing and/or supplying SUSE products or services to third parties, including distributors, resellers, managed service providers, original equipment manufacturers, other channel partners, marketing agents, and any other party that has agreed in writing to comply with this Code of Conduct. To the extent that a Partner has its own code of conduct which is substantially similar to this Code of Conduct, Partner may satisfy its obligations under this Code of Conduct by complying with its own code of conduct and causing its agents, subcontractors and independent contractors to also comply with such code of conduct. If the Partner does seek to comply with its own code of conduct as an alternative to this Code of Conduct, it will first provide a copy of its code of conduct to SUSE for SUSE's review and prior approval.

4. Policy Statement

4.1 Anti-Corruption Laws

Partners must comply with all laws, statutes, regulations and codes relating to anti-bribery and anti-corruption where the Partner does business or which are otherwise applicable to the Partner including, in its capacity as a SUSE Partner, all applicable extraterritorial laws such as the United States Foreign Corrupt Practices Act and the UK Bribery Act 2010.

Partners must not offer, promise, or provide money, gifts, benefits, or anything of value, either directly or indirectly, whether by its employees, agents, directors, subcontractors or through other parties, to any person with an intent to obtain or retain business, to influence a business decision, to secure unfair preferential treatment, to expedite or facilitate any transaction, or otherwise to gain an improper business advantage.

Partners must comply with specific applicable local laws related to gifts to, and entertainment of, commercial entities and government officials. For example, all gifts, favors, or entertainment to federal, state, or local government officials, in the United States and some other countries, regardless of intent, are strictly prohibited by applicable laws and regulations and Partners shall comply with such laws.

False and misleading accounting practices and similar financial practices are prohibited, and Partners must not engage in the production of any misleading or inaccurate documentation relevant to their SUSE Partner business or falsify any such documents. Partners must refuse and immediately report to SUSE any request to create any such documentation relating to SUSE and/or its products and services,

or to designate a particular use for funds knowing or believing that the funds are not actually intended to be used as designated.

Partners shall not contract with any entity or individual in relation to SUSE business that engages in, or could reasonably be suspected of engaging in, bribes, kickbacks, or other improper or unlawful payments. Partners must implement appropriate measures to ensure compliance with this requirement, such as adopting third party due diligence procedures and shall require all of their staff, contractors and representatives to undertake vigorous training and to abide by ethics and compliance standards no less stringent than those in this Code of Conduct.

SUSE prohibits Partners, or their representatives or employees, from offering or providing cash or non-cash gifts, kickbacks, or entertainment to any SUSE employee for any improper purpose, such as seeking to influence them to take a particular course of action. SUSE employees are similarly prohibited from soliciting such items. This prohibition extends to immediate family members of both Partner employees or representatives and SUSE employees, and Partners are required to immediately inform SUSE of any reasonably held suspicion that any such gifts, kickbacks or entertainment is being offered, provided or solicited in relation to any dealings with SUSE, its business, products or services.

4.2 Other Trade and Sale Laws and Ethical Standards

Partners must be familiar with, keep up to date with, and comply with all laws and regulations relating to:

1. Sales to government entities and public sector customers that are relevant to their role as a SUSE Partner;
2. Economic or financial, trade or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by the United States, United Kingdom, European Union, United Nations or any other authority with jurisdiction over the Partner or any part of its business or operations;
3. Anti-money laundering, and laws and regulations involving customs and taxation;
4. All applicable antitrust and competition laws and;
5. All applicable data privacy laws and regulations including EU GDPR.

SUSE products and/or technology offerings, including but not limited to subscription services, technical data, and information (Offerings), are subject to import and export control laws (including “deemed export” and “deemed re-export” regulations) of various countries including but not limited to the laws of the United States, European Union, and other jurisdictions (“Export Regulations”). Partners must comply with Export Regulations and obtain any required licenses or item classification to export, re-export or import deliverables, and will provide to SUSE any information required by SUSE to comply with Export Regulations.

Partners must retain records related to any import export activity which are necessary to demonstrate compliance with Export Regulations and will use commercially reasonable effort to assist SUSE in resolving any inquiry about compliance with Export Regulations.

Partners must comply with all health and safety regulations, environmental laws, labour laws (including Anti-Slavery), and laws upholding the legal rights of all individuals that are relevant to their SUSE Partner status. Notably, Partners must not discriminate based on race, colour, age, gender, sexual orientation, gender identity and expression, ethnicity, religion, disability, union membership, marital status, or political affiliation.

Where applicable, Partners must comply with new and emerging regulations as they relate to services performed on behalf of SUSE, including the UK’s Corporate Offence of Failure to Prevent Fraud, which comes into effect in September 2025.

4.3 Conflicts of Interest

Partners shall not engage in any business activity that would create a conflict between their interests as a SUSE Partner and any separate duty or obligation of the SUSE Partner to provide independent advice to a customer regarding the products or services being procured. In order to avoid actual, potential or apparent conflict of interest situations, Partners are not authorized to operate as an agent partner or to collect an agent commission or fee, or other type of payment from SUSE, where the Partner is under a separate duty or obligation to provide independent advice to a customer regarding the products or services being procured. If a Partner believes that there exists a conflict of interest, or that a potential conflict of interest may arise, the Partner should report this to SUSE.

4.4 Compliance Management System

Partners must have, and must ensure that their employees comply with either this Code of Conduct or their own written code of conduct that at a minimum incorporates the requirements of this Code of Conduct, and the laws applicable to the conduct of their business, including laws applicable to business with governmental entities and dealing with government officials.

Partners shall maintain a system of internal controls to monitor and enforce compliance as well as documentation relating to its existence and its enforcement, which SUSE can audit at any time. Each Partner must ensure that the Partner is reasonably able to detect unlawful conduct by its employees and counterparties, including: (i) a commitment to legal compliance, ethics, environmental, health and safety, commercial practices, and labour programs; (ii) a designated company representative responsible for overseeing and implementing their legal compliance, ethics, environmental, occupational health and safety, commercial practices, and labour programs; (iii) clearly communicated mechanisms for employees to report misconduct or seek guidance without fear of reprisal or prejudice, and (iv) regular training to ensure that all of a Partner's directors, employees, agents, subcontractors and independent contractors are aware of their obligations under this Code of Conduct.

4.5 Monitoring and Due Diligence by SUSE

Partners shall maintain accurate and complete books, records, statements and reports regarding all transactions relevant to their role as a SUSE Partner including all supply or onward provision of SUSE products and services. Records must be retained for no less than 7 years, or in line with applicable laws and regulations if these requirements exceed 7 years. They must be sufficient to enable SUSE to verify compliance with laws and regulations

SUSE conducts due diligence and periodic monitoring of Partners to ensure compliance with this Code. As a condition of doing businesses with SUSE, Partners consent to such due diligence and monitoring. SUSE shall limit its audits of Partner's compliance with this Code of Conduct to not more than once per calendar year unless SUSE has reasonable basis to believe that a Partner is in violation of this Code of Conduct. SUSE Partners shall, consistent with applicable laws and contractual obligations, provide reasonable assistance to any investigation by SUSE of a violation of this Code of Conduct or of a violation by a SUSE employee of SUSE's own Code of Business Ethics if related to Partner's business, or applicable laws relevant to their SUSE Partner status, and to allow SUSE reasonable access to all documentation concerning the Partners' compliance with this Code of Conduct. SUSE's [Privacy Policy](#) covers the collection, use and disclosure of personal information that may be collected by it from SUSE Partners.

5. Reporting a Violation of this Policy

Partners should contact SUSE at partner-compliance@suse.com if they have any questions about this Code of Conduct. Partners also must report to SUSE any conduct of their employees and representatives, as well as any conduct of SUSE's employees and representatives, that is or is believed to be an actual, alleged, or potential violation of this Partner Code of Conduct.

Partners may also refer to SUSE's [Speaking Up Policy](#) which includes the details of a confidential, independent third party hotline.

6. Sanctions

A breach of this Partner Code of Conduct constitutes a breach of the Partner's contract with SUSE, or of the Partner's contract with any SUSE direct intermediary (as applicable). Without prejudice to SUSE's rights under any agreement with Partner or at law, in the event of a breach of this Partner Code of Conduct by Partner, SUSE and/or the relevant SUSE direct intermediary may immediately suspend its business relationship with Partner and seek such other remedies as are available in any agreement between Partner and SUSE.