

OFFER OF EMPLOYMENT

10 Октомври 2022

Цветан Кирилов Иванов

Младост 1, бл.28А, вх. 2, етаж 11, ап. 112,
София, 1784, България

tsvetan_k_ivanov@yahoo.com

Уважаеми Цветан:

Поздравления! Радваме се да Ви предложим работа в Сайткор България ЕООД, ("Компанията"). Условията за Вашето трудово наемане в Компанията са описани в това писмо и в приложените Условия за работа ("Трудов договор").

Вашата годишна основна заплата е в размер на BGN 36 000. Тя е платима на 12 (дванадесет) равни месечни вноски и съответно Вашата месечна основна заплата е BGN 3 000. Освен нея имате право на допълнително възнаграждение от постоянен характер за трудов стаж и професионален опит от 0.6% за всяка година трудов стаж.

Имате право да участвате в плана за стимулиране на Sitecore (SIP). Ако отговаряте на Критериите за спечелване съгласно SIP и по преценка на Компанията, може да Ви бъде изплатен бонус в прогнозен размер от 10% от годишната ви заплата, равняващ се на 3 600 при текуща обща прогнозна стойност (TTCC) от BGN 39 600. Бонусът ще Ви бъде изплатен в съответствие с разпоредбите на SIP, които се прилагат за съответната година. Участивто ви SIP е на основано на условията на SIP, които могат да се променят по всяко време от Компанията по нейна преценка и за които ще бъдете уведомени.

Вашата работа е обусловена от завършване на следното преди наемане на работа в Компанията и разрешаване от страна на Компанията на тези въпроси в удовлетворителна за нея степен:

- Вашето трудово наемане е обусловено от предоставянето от Ваша страна на лична карта за самоличност и задоволително документално доказателство за правото Ви на работа в България. Ако

10 October 2022

Tsvetan Kirilov Ivanov

Mladost 1, bl.28A, entrance 2, fl. 11, apt.112, Sofia
1784, Bulgaria

tsvetan_k_ivanov@yahoo.com

Dear Tsvetan:

Congratulations! We are happy to offer You employment with Sitecore Bulgaria EOOD (the "Company"). The terms and conditions of Your employment with the Company are detailed in this letter and Terms of Employment attached (the "Employment Agreement").

Your annual base salary is BGN 36 000. The annual base salary is paid in 12 (twelve) equal instalments and consequently, your monthly base salary is BGN 3 000. You are entitled to additional remuneration with permanent nature for length of service and professional experience of 0.6% for each year of service.

You are entitled to participate in Sitecore's Incentive Plan (SIP). After completion of the Earning Criteria as per SIP and upon Company's discretion you might be paid an incentive bonus in the estimated amount of 10% of your annual base salary, estimated to amount to BGN 3 600, for an estimated total target cash compensation ("TTCC") of BGN 39 600. Your target variable bonus payout will be paid in accordance with the Company's Sitecore Incentive Plan ("SIP") for the applicable year. Your participation in SIP is subject to the terms and conditions of the SIP which may be changed at any time at the Company's sole discretion, and for which you will be informed. The SIP plan details will be provided to you in a separate document.

Your employment is conditioned on completion of the following prior to employment with the Company, and the Company resolving these issues to its satisfaction:

- Your employment is subject to You providing your personal ID card information and satisfactory documentary proof of Your right to work in Bulgaria. Should You not be legally entitled to work in Bulgaria, this Offer

нямате законно право да работите в България, тази оферта е недействителна и невалидна, и не може да предявите иск към Компанията в това отношение.

- Вие приемате да предоставите на Компанията Свидетелство за съдимост, Медицинско удостоверение и всички други документи относими към съответната длъжност, доколкото е разрешено от приложимото законодателство и в удовлетворителна за Компанията степен.
- Предложението за работа зависи от това дали сте свободни от всякакви други уговорки с трети лица да започнете работа на Датата на започване, посочена в приложения Трудов договор или от ограничения да изпълнявате възложените Ви трудови задължения.

Компанията може да отмени предложението Ви за работа, ако някой от тези въпроси не бъде разрешен в удовлетворителна за Компанията степен.

Моля, подпишете и из pratete всички документи, които изискват Вашия подпис, на Daniela Georgieva до 11 Октомври 2022.

Поздравления отново. Искрено се надяваме скоро да се присъедините към нас!

Поздрави,

Марта Симеонова, Директор Човешки ресурси

DocuSigned by:

Marta Simeonova

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За и от името на Сайткор България ЕООД

Прегледах и приемам предложението за наемане на работа при условията, определени в документите, съдържащи Трудовия договор.

DocuSigned by:

Tsvetan Ivanov

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Цветан Кирилов Иванов

shall be null, and void and You shall have no claim towards the Company in this regard.

- Your agreeing to present to the Company a non-conviction check Certificate, Medical Certificate, and any other documents relevant to the job position to the extent permitted by applicable law, and to the Company's satisfaction.
- The offer of employment is subject to and conditional upon You, being free of any obligation owed to a third party which might prevent You from starting work on the commencement date mentioned in the enclosed agreement or from performing the duties of your position.

The Company may rescind Your offer of employment rendering it null and void if any of these issues are not resolved to the Company's satisfaction.

Please sign and return all documents, which require Your signature to Daniela Georgieva by 11 October 2022.

Congratulations again. We sincerely hope You join us soon!

Kind regards,

Marta Simeonova, HR Operations Director

DocuSigned by:

Marta Simeonova

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For and on behalf of Sitecore Bulgaria EOOD

I have reviewed and accepted the offer of employment on the terms and conditions as set out in the documents comprising the Employment Agreement.

DocuSigned by:

Tsvetan Ivanov

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Tsvetan Kirilov Ivanov

Приложения:

Трудов договор

Длъжностна Характеристика

Правила на Компанията „Code of Business Conduct“

Политика за поверителност на личните данни

Плана за стимулиране на Sitecore (SIP)

Enclosures:

Terms of Employment

Job Description

Code of Business Conduct

Employee Privacy Policy

Sitecore Incentive Plan



ТРУДОВ ДОГОВОР № 102 /10. 10. 2022

Днес, 10 Октомври 2022, в гр. София, на основание чл. 61, ал. 1, във връзка с чл.67, ал.1, т.1 и чл. 70, ал. 1 от Кодекса на труда се склучи настоящият трудов договор ("Трудов договор")

между

Сайткор България ЕООД, ЕИК 202117591, със седалище и адрес на управление: гр. София 1164, район Лозенец, пл. Папа Йоан Павел II №1, представлявано от Марта Господинова Симеонова, Директор Човешки ресурси

(наричана по-долу "Работодател" или "Компания") и

Цветан Кирилов Иванов, ЕГН 7201136265
(наричан/а по-долу "Служител")

с адрес за официална кореспонденция Младост 1, бл.28А, вх. 2, етаж 11, ап. 112, София, 1784, България

с трудов стаж: 27 години, 5 месеца и 20 дни

в т.ч. по специалността: о година, о месеца и о дни

заедно наричани Страни, а всяка поотделно – Страна,

УСЛОВИЯ НА ТРУДОВА ЗАЕТОСТ

1. ПОЗИЦИЯ, ОТЧИТАНЕ И МЕСТОПОЛОЖЕНИЕ

Позиция. Работодателят възлага и Служителят приема да изпълнява длъжността Програмист-аналитик с код съгласно НКПД 2512 6005.

Характерът на работата и задълженията на Служителя ще бъдат детайлно уредени в длъжностна характеристика, връчена на Служителя при подписване на този Трудов договор. Вие се задължавате да изпълнявате задълженията си добросъвестно, отговорно, ефективно, навременно и качествено.

EMPLOYMENT AGREEMENT № 102 / 10. 10.

2022

Today on 10 October 2022 in Sofia, pursuant to art. 61, para. 1 in connection with art. 67, para 1., p. 1 and art. 70, para. 1 of the Bulgarian Labour Code ("Labour Code"), this contract of employment ("Employment agreement") is executed by and between

Sitecore Bulgaria EOOD, UIC [unified identification code] 202117591, with headquarters and address of management: 1164 Sofia, Lozenets Area, 1 Pope John Paul II Square, represented by Marta Gospodinova Simeonova, HR Operations Director

(hereinafter referred to as "Employer" or "Company") and

Tsvetan Kirilov Ivanov, Personal ID Number 7201136265, (hereinafter referred to as "Employee")

Address for official correspondence Mladost 1, bl.28A, entrance 2, fl. 11, apt.112, Sofia 1784, Bulgaria

with period of service: 27 years, 5 months and 20 days
incl. o year, o months, and o days of relevant professional experience

together referred to as the Parties, and each of them individually as the Party,

TERMS OF EMPLOYMENT

1. POSITION, REPORTING AND LOCATION

Position. The Company will employ You in the position of Associate Software Engineer, code under NCPP (National Classification of Professions and Positions) 2512 6005.

The nature of Employee's work and duties will be set out in a job description given to the Employee upon signing of this Employment agreement. You are obliged to perform Your duties in good faith, responsibly, efficiently, in due time and qualitatively.

Йерархическа подчиненост. Вие ще докладвате на Старши мениджър поддръжка на софтуер или от време на време и на друга длъжност или длъжности според указанията на Компанията. Промените във Вашата йерархическа подчиненост като нормален ход на дейност няма да представляват съществена промяна или изменение на този Трудов договор.

Място на работа. Ще изпълнявате трудовите си задължения в офиса на Компанията в София ("Място на работа"). Мястото Ви на работа може да се променя от време на време като част от трудовите Ви задължения, възложени Ви от Компанията, и може да включва посещение на помещението на други дружества от Групата на Компанията. Компанията може да промени Мястото Ви на работа по собствена преценка с или без предварителното Ви съгласие съгласно разпоредбите на българското законодателство.

Пътувания: Компанията може да изисква от вас да осъществявате пътувания в страната и чужбина, с цел изпълнение на служебните задължения. Условията и заплащането, на които, ще бъдат осъществявани според Наредба за Командировките в страната и Наредба за служебните командировки и специализации в чужбина.

2. ЗАПОЧВАНЕ И СРОК

Започване на работа. Служителят се задължава да постъпи на работа на 01 Ноември 2022 ("Дата на започване"), след получаването на документите по чл. 63, ал.1 КТ.

Срок за изпитване. Трудовият Ви договор ще бъде склучен първоначално със срок за изпитване от шест месеца в полза и на двете страни. През този период трудовият договор може да бъде прекратена от която и да е от Страните без предизвестие.

Срок на Трудовия договор. Настоящият Трудов договор е безсрочен и се смята за окончателно склучен при условие, че трудовото Ви правоотношение не е било прекратено през Срока за изпитване.

3. ЗАПЛАЩАНЕ И СОЦИАЛНИ ПРИДОБИВКИ

Основно трудово възнаграждение. Вашето годишно възнаграждение е в размер на BGN 36 000 (тридесет и шест хиляди). Тя е платима на 12

Reporting Relationship. You will report to the Senior Manager, Product Support or such other position or positions as directed by the Company from time to time. Changes to your reporting structure as a normal course of business will not constitute a material change or amendment to this Employment agreement.

Place of Employment. You will perform your work duties in the Company's Sofia office ("Place of Employment"). Your Place of Employment may vary from time to time as a normal course of business as required by the Company and may include attending the Company affiliates' premises as required. The Company may change Your Place of Employment at its discretion with or without Your prior consent in accordance with the rules of Bulgarian legislation.

Travel. The Company may require You to travel domestically and/or internationally for the purpose of performing Your duties. The conditions and payment will be performed as per legal requirements in accordance with the Ordinance on business trips in the country and the Ordinance on business trips and specializations abroad.

2. COMMENCEMENT AND TERM

Commencement. Your employment will begin on 01 November 2022 ("Commencement Date") after receiving the documents under Art. 63, para 1 of the Labour code.

Probationary Period. Your initial employment will be with a Probationary period of six months, in favor of both Parties. During this period, Your employment can be terminated by either Party without a notification period.

Term. Your employment is intended to be for an indefinite period and shall be presumed finally concluded if it is not terminated prior to the expiry of the Probatory Period.

3. PAY AND BENEFITS

Base Salary. Your Annual Base Salary is BGN 36 000. The annual base salary is paid in 12 (twelve) equal instalments and therefore Your



(дванадесет) равни месечни вноски и съответно основното Ви месечно трудово възнаграждение е в размер на BGN 3 000 (три хиляди). Основното месечно възнаграждение се изплаща веднъж месечно до 15-то число на месеца, следващ месеца на полагане на труда. Посоченото основно трудово възнаграждение включва заплащане за стандартното работно време на Служителя, уговорено в чл. 4 по-долу.

Допълнително месечно възнаграждение за трудов стаж: Служителят има право на допълнително месечно възнаграждение за трудов стаж и професионален опит, в размер на 0.6% от основното му месечно трудово възнаграждение за всяка прослужена година.

Допълнително заплащане и придобивки. Всяко заплащане и/или придобивки в допълнение към основната заплата на Служителя се предоставят доброволно и по желание на Работодателя. Работодателят може по всяко време да спре да предоставя или да промени тези допълнителни плащания и придобивки, както и условията, при които те се предоставят. Ако Работодателят направи това, Служителят няма да има право да получава допълнително заплащане или други придобивки вместо тях. Фактът, че Работодателят е предоставял тези допълнителни плащания или придобивки в миналото, не го обвързва със задължение да прави това в бъдеще.

Схема за стимулиране. Служителят има право да се възползва от плана на Sitecore за стимулиране ("Sitecore Incentive Plan" или "SIP"). Ако отговаряте на Критериите за спечелване съгласно SIP и по преценка на Компанията, може да Ви бъде изплатен бонус в прогнозен размер от 10% от годишната ви заплата, равняващ се на BGN 3 600 (три хиляди и шестстотин лева) при текуща обща прогнозна стойност (TTCC) от BGN 39 600 (тридесет и девет хиляди и шестстотин лева). Бонусът ще Ви бъде изплатен в съответствие с разпоредбите на SIP, които се прилагат за съответната година. Участвието ви в SIP е на основано на условията на SIP, които могат да се променят по всяко време от Компанията по нейна преценка и за които ще бъдете уведомени.

4. РАБОРНО ВРЕМЕ И ГРАФИК

Продължителността на Вашето работно време ще бъде 8 часа на ден, а на работната седмица – 40 часа, с изключение на почивката за обяд. Дружеството може по своя дискреция да определя работния график при спазване на приложимото

Monthly Base Salary is BGN 3 000. The Monthly Base Salary shall be paid once per month by the 15-th day of the calendar month following the month of service. Your Base Salary includes payment for Your normal working hours as specified in Art. 4 below.

Additional remuneration for length of service: In accordance with applicable legislation You will be paid an additional remuneration for the length of service at the amount of 0.6% for each year of relevant experience, calculated based on the Base Salary.

Discretionary Pay and Benefits. Any pay and/or benefits apart from Your Base Salary will be discretionary. The Company may stop providing or change these discretionary payments and benefits and the terms on which they are provided at any time. Should the Company do so, You will not be eligible to receive any pay or benefits in lieu of these. That the Company has provided these discretionary payments or benefits in the past does not create any commitment to do so in the future.

Sitecore Incentive Plan. You are entitled to participate in Sitecore's Incentive Plan (SIP). After completion of the Earning Criteria as per SIP and upon Company's discretion you might be paid an incentive bonus in the estimated amount of 10% of your annual base salary, estimated to amount to BGN 3 600, for an estimated total target cash compensation ("TTCC") of BGN 39 600. Your target variable bonus payout will be paid in accordance with the Company's Sitecore Incentive Plan ("SIP") for the applicable year. Your participation in SIP is subject to the terms and conditions of the SIP which may be changed at any time at the Company's sole discretion, and for which you will be informed. The SIP plan details will be provided to you in a separate document.

4. WORK HOURS AND SCHEDULE

Your working time is duration of 8 hours per day, and a total of 40 hours a week, excluding lunch break. Company may at its reasonable discretion decide on the work schedule and the rest breaks considering the applicable statutory provisions.



законодателство. Допълнителна информация се съдържа в Правилника за работна заплата и Правилника за вътрешния трудов ред, както и в длъжностна характеристика на Служителя.

Служителят е информиран, че на основание чл. 142, ал. 2 от Кодекса на труда Работодателят има право да въведе сумирано изчисляване на работното време в съответствие с изискванията на Кодекса на труда. В този случай от Служителя може да се изиска максимална продължителност на работната смяна до 12 (дванадесет) часа дневно.

5. ОТПУСК

Служителят има право на годишен платен отпуск и болнични в съответствие с вътрешната политика на Работодателя и българското законодателство. Служителят има право на 25 (двадесет и пет) работни дни годишен платен отпуск. Официалните празници в Република България са определени в чл. 154, от Кодекса на труда и са неприсъствени дни.

Работодателят може да предостави друг отпуск в съответствие с приложимото законодателство и своята политика.

В случай на прекратяване на правоотношението Ви ще имате право на обезщетение за неизползваните дни платен годишен отпуск.

Служителят се задължава да уведоми Работодателя за всяко отсъствие от работа (отпуска, болнични и др. основателни причини). В случай на ползване на болничен лист, Служителят се задължава да представи болничния лист на Работодателя си или да го уведоми за него до два дни от издаването му.

6. ЗАДЪЛЖЕНИЯ

Характерът на работата и задълженията на Служителя ще бъдат детайлно уредени в длъжностната характеристика, връчена му при подписване на този Трудов договор. Служителят се съгласява да изпълнява задълженията си по най-добрия начин.

От време на време Компанията публикува документи, информация, насоки, съвети, изисквания и политики за служителите в световен мащаб или за местната юрисдикция на Служителя, където местните закони и разпоредби могат да се различават. Такива допълнителни документи, информация, насоки, консултации, изисквания и политики могат да включват, но не се ограничават до тези, които обхващат теми като работна етика, конфиденциалност, интелектуална собственост,

For additional information please see the Company's Internal Work Rules and your job description.

The Employee is informed that on the grounds of Art. 142 para 2 of the Labour Code, the Employer has the right to establish a summarized calculation of working time in accordance with the requirements of the Labour Code. In this case the employee cannot be required to work more than 12 (twelve) hours per day.

5.LEAVE

You are entitled to paid annual leave and sick leave in accordance with applicable Employer's policy and law. Your annual leave entitlement will be 25 (twenty-five) working days per calendar year. All Official Bulgarian holidays are non-working days as per Art.154 of the Labour Code.

The Employer may grant any other leave in accordance with applicable law and the Employer's policy.

In the event of termination You will be entitled to compensation of any accrued unused paid annual leave.

You must notify the Employer immediately of every absence from work (PTO, Sick leave, etc.). In case of Sick leave, the Employee must present a medical certificate or inform the Employer about it within 2 days as of its issuance.

6.DUTIES

The nature of the work and duties of the Employee will be arranged in detail in the job description given to the Employee upon signing this Employment agreement. You agree to perform Your duties to the best of Your ability.

From time to time, the Company publishes documents, information, guidance, advisory, requirements, and policies to employees globally or for your local jurisdiction where local laws and regulations mandates may differ. Such additional documents, information, guidance, advisory, requirements and policies may include, but are not limited to those that cover topics such as business conduct, confidentiality, intellectual property, privacy, information security, software



поверителност, информационна сигурност, разработка на софтуер, управление на данните и други (наричани общо „**Политики на Компанията**“). Политиките на Компанията могат да бъдат актуализирани и предоставени на служителите по всяко време. Служителят се задължава винаги и по всяко време да спазва всички Правила на Компанията „Code of Business Conduct“, както и всички други процеси и процедури на компанията.

7. ОБОРУДВАНЕ НА КОМПАНИЯТА

Цялото поверено оборудване остава собственост на Работодателя. Служителят трябва да върне на Работодателя, считано от датата на неговото ефективно напускане на Компанията или веднага след първото поискване от страна на Компанията, цялата поверителна информация, както и всяко оборудване (включително всички пароли), ключове, карти за достъп, записи, данни, бележки, доклади, предложения, списъци, кореспонденция, спецификации, дизайни, данни съхранявани във всякакъв електронен формат или под каквато и да е друга форма, както и други документи или активи, принадлежащи на Компанията, получени или разработени от Служителя във връзка с този Трудов договор с Работодателя, без да съхранява копия на каквъто и да е носител.

8. ИНФОРМАЦИОННИ СИСТЕМИ

Служителят потвърждава, че е наясно, че всяка възможна комуникация/кореспонденция и/или съхранение на лична информация, която не е свързана с неговата длъжност, чрез телекомуникационните, мрежовите системи или системите за обработка на информация на Компанията (включително, но не само, електронно съхранени данни и файлове, съобщения по имейл и гласови съобщения) са забранени. От датата на започване на работа на Служителя, Компанията може да извършва непрекъснат, текущ мониторинг, запис и наблюдение на всички служебни съобщения, предавани или получени, както и всяко използване на ИТ системи и електронни ресурси във връзка с възложените служебни задачи, включително и при използване на ресурсите на Компанията извън работното място. Дейността и всякакви данни, файлове или съобщения в рамките на или използвайки, която и да е от системите на Компанията, могат да бъдат наблюдавани по всяко време без допълнително известие с цел изпълнение на законните бизнес интереси на Компанията, в

development and/or engineering, data governance, and others (collectively “Company Policies”). The Company Policies may be updated and provided to employees at any time. The Employee undertakes to always abide by the Company’s Code of Business Conduct enclosed and all other applicable Company Policies.

7. COMPANY EQUIPMENT

Depending on your position, the Company may at its sole discretion, provide you electronic equipment and shall pay all reasonable, current expenses in relation thereto in accordance with the Company’s policies. All equipment remains property of the Employer. You shall return to the Employer as of the date of Your effective departure from the Company, or immediately upon the Company’s first request, all confidential information as well as any and all equipment (including all passwords), keys, access cards, records, data, notes, reports, proposals, lists, correspondence, specifications, designs, data stored in any electronic format or in any other form, and other documents or assets belonging to the Company either received or developed by You in connection with Your Employment agreement with the Employer without keeping any copies in any medium whatsoever.

8. INFORMATION SYSTEMS

The Employee confirms that he is aware that any personal communication/correspondence and/or storage of personal information not related to your working function with respect to the Company’s telecommunications, networking or information processing systems (including, without limitation, electronically stored data and files, email messages and voice messages) is prohibited. From Your Commencement Date, the Company may carry out continuous, ongoing monitoring, recording and surveillance of all business communications carried or received on, and all use of, Company information technology systems and electronic resources related to the assigned tasks, and when using the Company’s resources outside of Your work location. Your activity and any data, files or messages on or using any of those systems may be monitored at any time without further notice in pursuit of the Company’s legitimate business interests, all in accordance with the Company’s information systems policy as in force from time to time and subject to applicable law.



съответствие с действащата политика за информационните системи на Компанията и с българското законодателство.

9. КОНФИДЕНЦИАЛНОСТ

В тази клауза 9, „**Конфиденциална информация**“ означава цялата и всяка възможна информация (независимо дали е записана в документална форма или на оптичен, магнитен или компютърен диск или памет), която не е в публичното пространство, свързана с бизнеса, дейността, финанси, бизнес методи, корпоративни планове, изследвания, вътрешни процеси или проекти за разработка на Работодателя, Компанията майка, дъщерните й дружества, членовете на Управителния съвет, служители или други свързани лица („Групата“); всички и всякакви подробности за клиентите, потенциалните клиенти или доставчици на Работодателя или Групата, естеството на бизнес операциите на клиентите или доставчиците, всички поверителни аспекти на бизнес отношенията на клиентите или доставчиците с Работодателя или Групата; цялата и всяка информация, свързана с всеки служител на Работодателя или Групата; всички и всякакви търговски тайни, секретни формули, изобретения и всякакви други права на интелектуална собственост, възникнали по какъвто и да е начин, дизайни или технически данни на Работодателя или Групата, или друга поверителна техническа информация, свързана с изследванията и разработките, производството или предлагането на минал, текущ или бъдещ продукт или услуга на Работодателя или Групата, както и друга информация, за която Работодателя или Групата определя еквивалентно ниво на поверителност или по отношение на която тя има задължение за поверителност спрямо трета страна.

Служителят се съгласява, че освен при правилното изпълнение на задълженията си според настоящия Трудов договор, със съгласието на Работодателя или съгласно изискванията на законодателството, по време на или след наемането си на работа според този Трудов договор, не трябва да използва или да разкрива в своя полза или в полза на друго лице, компания или друго предприятие, каквато и да е Поверителна информация, и ще положи максимални усилия, за да предотврати разкриването на Поверителна информация на трети страни.

Служителят се съгласява, че няма да премахва Поверителна информация от помещението на Работодателя, нито да копира, дублира или възпроизвежда по друг начин каквато и да е

9. CONFIDENTIALITY

In this clause 9, “**Confidential Information**” means all and any information (whether or not recorded in documentary form, or on any optical, magnetic or computer disk or memory) which is not in the public domain relating to the business, affairs, finances, business methods, corporate plans, research, internal processes or development projects of the Company or its parent and subsidiary companies, board members, employees or other representatives or affiliates (“**the Group**”); all and any details of customers, potential customers or suppliers of the Company or the Group, the nature of the customers’ or suppliers’ business operations, all confidential aspects of customers’ or suppliers’ business relationships with the Company or the Group; all and any information relating to any employee of the Company or the Group; all and any trade secrets, secret formulae, inventions and any other intellectual property rights howsoever arising, designs or technical data of the Company or the Group or other confidential technical information relating to the research and development, production or supply of any past, present or future product or service of the Company or the Group, and other information to which the Company or the Group attaches an equivalent level of confidentiality or in respect of which it owes an obligation of confidentiality to a third party.

You agree that, except in the proper performance of Your duties under this Employment Agreement, with the Employer’s agreement or as required by applicable law, either during or after Your employment under this Employment agreement, You will not use or disclose for Your own benefit or for the benefit of any other person, company or other undertaking any Confidential Information and will use Your best endeavors to prevent the disclosure to third parties of any Confidential Information.

You agree that You will not remove any Confidential Information from the Employer’s premises or copy, duplicate, or otherwise reproduce any document or tangible item



документ или материален предмет, съдържащ Поверителна информация, за друга цел, различна от тази на Работодателя или Групата, и че ще върне цялата Поверителна информация, която притежава (включително електронни копия) на Работодателя при прекратяване на трудовите правоотношения или незабавно - при поискване от Работодателя.

Всяко неизпълнение на задълженията в тази точка ще се счита за тежко дисциплинарно нарушение от Работодателя, което може да доведе до налагане на дисциплинарно наказание - уволнение на основание член 188, т. 3 във връзка с член 190, ал. 1, т. 4 от Кодекса на труд.

10. ЛИЧНИ ДАННИ

При наемане на Служителя, както и по време на трудовото правоотношение с Работодателя, Работодателят ще обработва лични данни на Служителя съобразно Политиките на дружеството за обработка на лични данни. Информация за категориите лични данни, които ще бъдат обработвани от Работодателя, срока и целите на обработка, правата на Служителя по отношение на личните му данни, както и възможността за тяхен трансфер до други държави, е предоставена в Политиката за обработка на лични данни.

11. ПРЕКРАТЯВАНЕ

Трудовият договор може да бъде прекратен въз основа на и в съответствие с процедурите, определени в Кодекса на труда, включително, но не само прекратяване без предизвестие и незабавно действие, както е изложено по-долу:

Прекратяване без предизвестие:

Дисциплинарно наказание съгласно чл. 188.

В случай на съществено неизпълнение на трудовата дисциплина, установено при спазване на изискванията на Кодекса на труда, това ще се счита за тежко дисциплинарно нарушение и на Служителя може да бъде наложено дисциплинарно наказание - уволнение на основание чл. 188, т. 3 във връзка с чл. 190, ал. 1, т. 4 от Кодекса на труда.

По взаимно съгласие съгласно чл. 325, ал.1

containing Confidential Information for any purpose other than those of the Employer or the Group, and that You will return all Confidential Information in Your possession (including electronic copies) to the Employer on termination of Your employment or immediately upon the Employer's request.

Any breach of this clause may be regarded by the Employer as serious disciplinary misconduct which will result in imposition of disciplinary sanction – dismissal, on the grounds of Art. 188, sec. (3) with reference to Art. 190, para. (1), sec. (4) of the Labour Code.

10. PERSONAL DATA

Upon recruitment of the Employee and during his entire employment with the Employer, the Employer will process personal data of the Employee, as further specified in the Employee Privacy Policy. Information on the categories of personal data that will be processed by the Employer, the term and purposes of their processing, the Employee's rights with respect of his personal data, as well as the possibility of their transfer to other countries, is provided in the Employee Privacy Policy.

11. TERMINATION

The Employment agreement can be terminated on the grounds and in compliance with the procedures set out by the Labour Code, including without limitation termination without notice and immediate effect where appropriate, as discussed below:

Termination without Notice:

Disciplinary punishment according to Art. 188.

In the event of material breach of the labour discipline established in accordance with the requirements of the Labour Code, this will be considered a serious disciplinary offense and breach and the Employee may be subject to disciplinary action for dismissal pursuant to Art. 188, item 3 in conjunction with Art. 190, para. 1, item 4 of the Labour Code.

By Mutual Agreement according to Art. 325 para.1.



Трудовият договор може да бъде прекратен без предизвестие при постигнато взаимно съгласие от двете страни.

Прекратяване с предизвестие:

Настоящият трудов договор може да се прекрати с писмено предизвестие, като срокът на предизвестието е 60 (шестдесет) календарни дни – еднакъв и за двете страни по договора.

Всяка от страните, която има право да прекрати трудовото правоотношение с предизвестие, може да го прекрати и преди да изтече срокът на предизвестието, при което дължи на другата страна обезщетение в размер на брутното трудово възнаграждение на Служителя за неспазения срок на предизвестието, съгласно чл.220 от КТ.

Освен ако не е предвидено друго, при прекратяване няма да бъдат предоставени разходи за репатриране или преместване.

12. ОБЩИ РАЗПОРЕДБИ

Поверителност на условията. Служителят се съгласява да запази условията на Трудовия договор в пълна поверителност и да не разкрива на никого информация, отнасяща се до него, освен на своето семейство, юрисконсулт и/или финансови консултанти, които са съгласни да спазват тази клауза.

Пълен Договор. Този Трудов договор замества всички предишни споразумения и уговорки относно наемането на Служителя по трудово правоотношение, независимо дали са писмени или устни. Работодателят може да промени условията на Трудовия договор по своя дискреция, доколкото е позволено в съответствие с българското законодателство. При необходимост Служителят може да се наложи да сключи отделно споразумение по отношение на поверителността и интелектуалната собственост, издадено от Работодателя.

Изменения. Всички изменения на трудовото правоотношение трябва да бъдат в писмена форма. Поради тази причина не може да възникнат претенции относно, която и да е практика на Работодателя. Вътрешните програми, политики и/или документи на Работодателя, посочени тук, могат да бъдат актуализирани от Компанията по всяко време на обичайния работен процес и не

The Employment agreement may be terminated without notice upon mutual agreement between the two parties.

Termination with notice:

This Employment agreement may be terminated with written notice, as the notice period will be 60 (sixty) calendar days - equally for both parties to the contract.

Each party entitled to terminate the employment relationship by giving notice may terminate it before the expiry of the notice period, thereby owing to the other party a compensation which amounts to the gross remuneration of the employee for failing to comply with the notice period in accordance with Art. 220 of the Labour Code.

Unless specifically provided otherwise, no repatriation or moving expenses will be provided at termination.

12. GENERAL PROVISIONS

Confidential Terms. You agree to keep the terms of the Employment agreement completely confidential and to not disclose any information concerning it to anyone other than Your immediate family, legal counsel, and/or financial advisors who agree to be bound by this provision.

Entire Agreement. This Employment agreement supersedes all previous agreements and arrangements regarding Your employment, whether written or verbal. The Employer may change the terms of the Employment agreement in its discretion as allowed by applicable law. You may be required to enter into a separate agreement on matters covered in this Employment agreement including in respect of confidentiality and intellectual property as issued by the Company.

Amendments. All Amendments to this Employment Agreement require written form. For that reason, no claims may arise under any company practice. The internal programs, policies and/or documents of the Employer identified herein may be updated by the Company at any time during normal course of business and shall not constitute an "Amendment" under this clause and do not require modification in written form.

представляват „изменение“ съгласно настоящата клауза, за да се изисква промяна в писмена форма.

Неприложимост; Невъзможност. В случай, че една или повече от клаузите на този Трудов договор бъдат определени като невалидни или недействителни по каквато и да е причина, останалата част от Трудовия договор остава в пълна сила и валидност. Невъзможността, на която и да е от Страните, да настоява за изпълнение на някоя от клаузите на Трудовия договор не представлява отказ от нейните права според съответната клауза.

Подписване на документи: Страните се съгласяват, че всяка документи във връзка с трудовото правоотношение и част от трудовото досие на Служителя, могат да бъдат подписвани от тях и чрез електронен подпись, а именно - квалифициран електронен подпись от страна на Работодателя и електронен подпись DocuSign от страна на Служителя. Всяка от Страните разбира и се съгласява, че правната сила на електронен подпись DocuSign е равностойна на тази на саморъчния подпись на Служителя. Документите, подписани с електронен подпись се връчват между Страните чрез имайли от служебната електронна поща. Страните се задължават да спазват изискванията на трудовото законодателство и вътрешните правила на Работодателя за електронни трудови документи.

Ефект от прекратяването. Прекратяването на този Трудов договор (по каквато и да е причина) няма да засегне онези клаузи в него, които са предвидени да останат валидни или да имат ефект след прекратяването (включително клауза 9).

Екземпляри. Настоящият Трудов договор се състави в два идентични екземпляра, по един за всяка от Страните.

Език. Работният език на Компанията е английски език, освен ако не е уговорено друго или не е видно от контекста.

Настоящият Трудов договор е изготвен на български и на английски език. В случай на въпрос относно неговото тълкуване или спор, версията на български език ще има превес.

Severability; No waiver. If one or more provisions of this Employment agreement is determined to be invalid or unenforceable for any reason, the remainder of the Employment agreement shall remain in full force and effect. The failure of either Party to insist on performance of any provision of the Employment agreement is not a waiver of its rights under such provision.

Execution of documents: The Parties agree herewith that any documents related to the employment relationship and part of the employment file of the Employee, could be executed by them by means of e-signature, namely – with a qualified e-signature by the Employer and with an e-signature DocuSign by the Employee. Each one of the Parties acknowledges and agrees that the e-signature DocuSign shall have the equivalent legal effect of the handwritten signature of the Employee. The documents signed with e-signature shall be served to each of the Parties by e-mail via the company office e-mail. The parties shall observe the requirements of the labour legislation and the Internal Work Rules of the Employer regarding electronic employment documents.

Effect of Termination. The termination of this Employment agreement (howsoever caused) will not operate to affect those of its provisions which are expressed to operate or have effect after termination (including Clause 9).

Counterparts. This Employment Agreement is signed in two identical copies, one for each Party.

Language. The work language of the Company is English, unless otherwise agreed or appears from the context.

This Employment agreement has been drafted in both Bulgarian and English. In the event of any question regarding its interpretation or a dispute, the Bulgarian version shall prevail.



Приложимо законодателство. Трудовото правоотношение се регулира и тълкува в съответствие със законите на Република България. Служителят и Работодателят се съгласяват за неуредените в настоящия трудов договор условия да се прилагат разпоредбите на Кодекса на труда, както и нормативните актове по прилагането му.

С подписването си по-долу Служителят потвърждава, че е прочел и разбира Трудовия договор и всички приложения към него и съзнателно, по собствено желание и доброволно се съгласява с всички условия в него.

ПОДПИСАНО за и от името на

Сайткор България ЕООД

DocuSigned by:

Marta Simeonova

46B8530DC08834AD-----

Марта Господинова Симеонова,
Директор Човешки ресурси

07 October 2022

Дата

DocuSigned by:

Tsvetan Ivanov

BE483232970545B-----

Цветан Кирилов Иванов

10 October 2022

Дата

Governing Law. The Employment shall be governed by and construed in accordance with the laws of Bulgaria. You and the Employer each irrevocably consent that all additional conditions of this Employment Agreement are in the exclusive jurisdiction of the applicable law.

By signing the below, You are acknowledging that you have read and understood the Employment Agreement and all appendixes thereto and are knowingly, willingly and voluntarily agreeing to all the terms of it.

SIGNED for and on behalf of)

Sitecore Bulgaria EOOD

DocuSigned by:

Marta Simeonova

46B8530DC08834AD-----

Marta Gospodinova Simeonova,
HR Operations Director

07 October 2022

Date

DocuSigned by:

Tsvetan Ivanov

BE483232970545B-----

Tsvetan Kirilov Ivanov

10 October 2022

Date



Копие от настоящия Трудов договор, копие A copy of the current Employment agreement, a
от должностната характеристика и copy of the job description and the notification
уведомлението, издадено от Националната letter issued by the National Revenue Agency
агенция за приходите бяха връчени were duly served to Tsvetan Kirilov Ivanov on
надлежно на Цветан Кирилов Иванов на 01 November 1 2022.
ноември 2022.

Цветан Кирилов Иванов

01 Ноември 2022

Дата

Tsvetan Kirilov Ivanov

01 November 2022

Date

Приложение 1: Споразумение, уреждащо правата на интелектуална собственост
Attachment 1: Agreement on Intellectual Property Rights

ПРАВА НА ИНТЕЛЕКТУАЛНА СОБСТВЕНОСТ

1. ИНТЕЛЕКТУАЛНА СОБСТВЕНОСТ

Дефиниции: Дефинициите по този раздел се прилагат в настоящото Приложение:

- **Изобретения в рамките на трудовото правоотношение:** всяко изобретение, което е направено изцяло или частично от Вас в срока и в рамките на трудовото Ви правоотношение с Дружеството (независимо дали в рамките на работното време или при използване на помещенията или ресурсите на Дружеството и независимо дали е записано в материална форма или не).
- **Права на интелектуална собственост в рамките на трудовото правоотношение:** Права на интелектуална собственост, създадени от Вас в рамките на трудовото Ви правоотношение с Дружеството (независимо дали в рамките на работното време или при използване на помещенията или ресурсите на Дружеството).
- **Права на интелектуална собственост:** патенти, права върху изобретения, авторско право и сродните му права, права върху полезни модели, търговски марки и марки за услуги, търговски наименования, имена на домейни, права на притежателя при оформление, добра репутация и право наиск при заобикаляне или нелоялна конкуренция, права върху дизайни, права върху компютърен софтуер, права върху база данни, права за защита на поверителността на информацията (включително ноу-хау и търговски тайни) и всички други права на интелектуална собственост, независимо дали са регистрирани или нерегистрирани и включително всички заявления (или права за кандидатстване) за предоставяне, подновяване или удължаване на, както и права за претендиране на приоритет, на такива права и всички подобни или еквивалентни права или форми на защита, които съществуват или ще съществуват сега или в бъдеще във всяка част на света.
- **Изобретения:** изобретения, подобрения, независимо дали са патентовани или не, и независимо дали са записани или не на какъвто и да е носител.
- **Активи - интелектуална собственост:** означава всички произведения, които представляват интелектуална собственост в

INTELLECTUAL PROPERTY RIGHTS

1. INTELLECTUAL PROPERTY

Definitions. The definitions in this section apply in this Appendix:

- **Employment Inventions:** any Invention which is made wholly or partially by you at any time during the course of your employment with the Company (whether or not during working hours or using Company premises or resource, and whether or not recorded in material form).
- **Employment IPRs:** Intellectual Property Rights created by you in the course of your employment with the Company (whether or not during working hours or using Company premises or resources).
- **Intellectual Property Rights:** patents, rights to Inventions, copyright, neighboring and related rights, rights in utility models, trade and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- **Inventions:** inventions and improvements, whether or not patentable, and whether or not recorded in any medium.
- **IP Assets:** means all works embodying Employment Intellectual Property Rights made wholly or partially by you at any time during the



рамките на трудовото правоотношение, които са изцяло или частично създадени от Вас в срока и в рамките на настоящия трудов договор.

Права и собственост върху Активи - интелектуална собственост. С настоящото се съгласявате, че до степента, разрешена от приложимото законодателство, включително, но не само българския Закон за авторското право, българския Закон за патентите и полезните модели и българския Закон за марките и географските означения, всички Права на интелектуална собственост, включително собственост върху и участие в такива, във всички Активи - интелектуална собственост, във всички форми, дигитални, на хартиен носител или по друг начин, в създаването или изобретението на които сте допринесли в рамките на трудовото Ви правоотношение с Дружеството, възникват единствено и изключително за Дружеството и Дружеството е пълноправен титуляр на всички Права на интелектуална собственост, включително собственост и участие в такива Активи - интелектуална собственост.

Прехвърляне на Активи - интелектуална собственост. Доколкото Права на интелектуална собственост върху Активи - интелектуална собственост не възникват директно за Дружеството съгласно приложимото право, Вие с настоящото преотстъпвате на Дружеството и неговите правоприемници, законни представители и частни правоприемници, всички Права на интелектуална собственост, включително собственост върху и участие в такива, във всички Активи - интелектуална собственост, във всички форми, дигитални, на хартиен носител или по друг начин, в създаването или изобретението на които сте допринесли в рамките на трудовото Ви правоотношение. Доколкото тези права са непрехвърлими съгласно приложимото право, Вие с настоящото предоставяте на Дружеството изключително, безвъзмездно, неотменимо, прехвърлимно, безсрочно (т.е. за максималната продължителност, разрешена по приложимото право, при което този срок автоматично се подновява за следващи периоди с максималната продължителност, разрешена за подновяване от приложимото право, до изтичане на съответното авторско право) право да използва (с право да предоставя използване чрез множество нива) на такива Права на интелектуална собственост върху всякакви Активи - интелектуална собственост, включително да изработва, създава, модифицира, използва, продава или създава производни произведения, включващи такива Права върху Интелектуална собственост. Всички

course of your employment under this Employment Agreement.

Rights and Title over IP Assets. You hereby agree that, to the extent allowed under applicable law, including but not limited to the Bulgarian Copyright Act, the Bulgarian Patents and Utility Models Act and the Bulgarian Trademarks and Geographical Indications Act, all Intellectual Property Rights, including title and interest in such, in all IP Assets, in all forms whether embodied digitally, in hard copy or otherwise, in the creation or invention of which you have contributed during your employment with the Company, shall vest solely and exclusively with the Company and the Company shall be the rightful holder of all Intellectual Property Rights, including title and interest, in such IP Assets.

Assignment of IP-Assets. To the extent Intellectual Property Rights over the IP Assets cannot vest directly with the Company under applicable law, you hereby assign to the Company and its successors, legal representatives, and assignees, all Intellectual Property Rights, including title and interests in such, in all IP Assets, in all forms whether embodied digitally, in hard copy or otherwise, in the creation or invention of which you have contributed during your employment. To the extend such rights are non-assignable under applicable law, you herewith grant the Company an exclusive, royalty-free, irrevocable, transferable, perpetual (i.e. for the maximum duration allowed under applicable law, whereby such term shall be automatically renewed for further periods with the maximum duration allowed for renewal by applicable law, until the expiry of the respective copyright), worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use, sell or create derivative works of such Intellectual Property Rights in all IP Assets. All known and future forms of use are covered by this license. For avoidance of doubt, you acknowledge that the Company shall not name you as an author in any legend or other proprietary notice on any of the IP Assets.



известни и бъдещи форми на използване се покриват от този лиценз. За избягване на съмнение, Вие сте наясно, че Дружеството няма да Ви посочва като автор в легенда или друго известие за собственост относно каквото и да е Активи - интелектуална собственост.

Регистрация на Изобретения в рамките на трудовото правоотношение Вие потвърждавате и се съгласявате, че Дружеството има правото да подаде заявление, включително да регистрира, всяко Изобретения в рамките на трудовото правоотношение. С настоящото Вие предоставяте на Дружеството правото си да подадете заявление, включително за регистрация, по отношение на всяко Изобретения в рамките на трудовото правоотношение, ако Дружеството по някаква причина не подаде заявление в рамките на 3-месечен срок от получаване на уведомлението за създадено Изобретения в рамките на трудовото правоотношение.

Предходни обекти на интелектуална собственост. Изобретенията и обекти на авторското право, ако има такива, направени или замислени или реализирани на практика или записани на материален носител от Вас, самостоятелно или съвместно с други, преди започването на Вашето трудово правоотношение с Дружеството (наричани общо, „**Предходни обекти на интелектуална собственост**“), са изключени от обхвата на настоящото Приложение. Вие изразявате съгласие, че Предходни обекти на интелектуална собственост няма бъдат включени или няма да разрешите да бъдат включени в което и да е Изобретение в рамките на трудовото правоотношение или Актив - интелектуална собственост, без предварителното писмено съгласие на Дружеството. Ако в рамките на трудовото си правоотношение с Дружеството включите Предходни обекти на интелектуална собственост в продукт или процес на Дружеството, Вие предоставяте на Дружеството изключително, безвъзмездно, неотменно, безсрочно право на ползване (с права за преотдаване за ползване чрез множество нива), включително право да изработва, модифицира, използва и продава такива Предходни обекти на интелектуална собственост. Вие също така се съгласявате да не включвате или да не позволявате да бъдат включени каквото и да е права на интелектуална собственост и/или конфиденциалната, които са собственост на трети лица, в което и да е Изобретение в рамките на трудовото правоотношение или Актив - интелектуална собственост (освен ако не сте инструктирани изрично от Дружеството и само доколкото имате валидно право да използвате

Registration of Employee Inventions: You acknowledge and confirm herewith that the Company has the right to file an application, including a registration, for all Employee Invention. You herewith concede to the Company your right to file application, including for registration, with respect to any and all Employee Inventions, if the Company due to any reason fails to file application within 3-month period as of receipt of the notification for created Employee Invention.

Prior IP works. Inventions and copyrightable objects, if any, made or conceived or reduced to practice or fixed in a tangible medium by you, either alone or jointly with others, prior to the commencement of your employment with the Company are excluded from this Appendix (collectively, “**Prior IP works**”). You agree that you will not incorporate, or permit to be incorporated, Prior IP works in any Employment Invention or IP Assets without the Company’s prior written consent. If, in the course of your employment with the Company, you incorporate a Prior IP works into a Company product or process, you grant the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior IP works. You further agree and undertake not to incorporate, or permit to be incorporated, any third-party intellectual property and/or third-party confidential information in any Employment Invention or IP Assets (unless otherwise explicitly instructed by the Company and only to the extent you have lawful rights to use such third-party intellectual property and confidential information).



такива права на интелектуална собственост и конфиденциална информация – собственост на трети лица),

Уведомление за Предходни обекти на интелектуална собственост. Вие изразявате съгласие да предоставите като **Приложение А** пълен списък на всички изобретения, открития оригинални авторски произведения, и друга интелектуална собственост свързани с дейността на Дружеството, които се разработили, замислили, направили или реализирали на практика и които са регистрирани на Ваше име в съответния публичен регистър преди Вашето назначаване в Дружеството. Ако такъв списък не бъде предоставен в **Приложение А**, Вие заявявате, че нямате такива изобретения, оригинални авторски произведения, разработки, свързани с дейността на Дружеството, към момента на започване на работа в Дружеството. При попълването на Приложение А, Вие се съгласявате и сте задължен да не разкривате каквато и да е интелектуална собственост и/или конфиденциалната информация собственост на трети лица, до които може да сте имали достъп, включително в хода на предишно трудово правоотношение с друг работодател.

Без право на допълнително възнаграждение. Вие признавате, че всяко възнаграждение или обезщетение, което се дължи или може да се дължи от Дружеството за Правата върху интелектуалната собственост, създадени в рамките на трудовото Ви правоотношение с Дружеството, е включено като адекватна част във Вашата заплата, договорена съгласно трудовия договор, и че допълнително възнаграждение или обезщетение няма да Ви се дължи, нито може в бъдеще да Ви се дължи във връзка с изпълнение на настоящото Приложение. Вие признавате и се съгласявате, че изобретенията обикновено ще бъдат създадени от усилията за работа в екип като част от стратегиите на компанията и разработването на продукти, така че резултатите до голяма степен да произтичат от комбинация от вашите усилия и сумата от знания, ноу-хау и търговски тайни и др., в рамките на Дружеството.

Задължения. Вие се съгласявате:

- (a) Да предоставите на Дружеството пълна информация в писмена форма за всички Изобретения в рамките на трудовото правоотношение незабавно при създаването им, но във всеки случай не по-късно от 3 месеца след това;
- (b) По искане на Дружеството и във всички случаи при прекратяване на Вашето трудово

Notice of Prior IP works. You agree to provide as **Attachment A** a complete list of all inventions, discoveries, original works of authorship, and other intellectual property rights relating to the Company's business which you have developed, conceived, made or reduced to practice and which are registered in your name with the respective public register prior to your employment with the Company. If no such list is provided in **Attachment A**, you represent that you have no such inventions, original works of authorship, developments relating to the Company's business at the commencement of my employment with the Company. In completing Attachment A, you agree and undertake not to disclose any third-party intellectual property and/or confidential information, to which you may have access to, including in the course of your previous employment or engagement by another company.

No Further Remuneration. You acknowledge that any remuneration or compensation that is or may become due by the Company for any Intellectual Property Rights created during the course of your employment with the Company is reflected in an adequate part of your salary agreed under the Employment Agreement and that no further remuneration or compensation is or may become due to you in respect of your compliance with this Appendix. You acknowledge and agree that the Inventions will typically be created from teamwork efforts as part of the Company's strategies and product development so that the results to a large extent will stem from a combination of your efforts and the sum of knowledge, know-how, and trade secrets, etc., within the Company.

Duties. You agree:

- (a) To give the Company full written details of all Employment Inventions promptly on their creation, but in any case not later than 3 months thereafter;
- (b) At the Company's request and in any event on the termination of your employment to give to the Company all originals and copies of correspondence,



правоотношение да предоставите на Дружеството всички оригинали и копия от кореспонденция, документи, материали и записи на всички носители, които записват или се отнасят до каквото и да е Изобретение в рамките на трудовото правоотношение;

(c) Да не се опитвате да регистрирате което и да е от Правата на интелектуална собственост в рамките на трудовото правоотношение, нито да патентовате, което и да е от Изобретенията в рамките на трудовото правоотношение, освен ако Дружеството не поискава това; и

(d) Да запазите поверителността на всяко Изобретение в рамките на трудовото правоотношение, освен ако компанията не е дала писмено съгласие за разкриването му.

Сътрудничество. Вие се съгласявате незабавно да подпишете всички документи и да извършите всички действия, които според мнението на Дружеството са необходими за изпълнение на настоящото Приложение и/или за назначаване на Дружеството и неговите надлежно упълномощени служители и агенти да бъдат Ваши представители и от Ваше име да подписват документи, да използват Вашето име и да извършват действия, които са необходими или желателни за Дружеството и неговите правоприемници, законни представители и частни правоприемници, за да получи за себе си или за посочено от него лице пълните придобивки по настоящото Приложение. Вашето задължение да оказвате съдействие на Дружеството във връзка с правата на интелектуална собственост, свързани с Активите - интелектуална собственост във всяка и във всички държави, ще продължи и след прекратяването на Вашето трудово правоотношение.

Принудително изпълнение. Вие се съгласявате да окажете цялото необходимо съдействие на Дружеството, неговите правоприемници, законни представители и частни правоприемници, за да му позволите да реализира своите Права на интелектуална собственост срещу трети страни, да се защитава по искове за нарушаване на Права на интелектуална собственост на трети страни и да кандидатства за регистрация на Права на интелектуална собственост, където е уместно в целия свят и за пълния срок на тези права.

documents, papers and records on all media which record or relate to any of the Employment IPRs;

(c) Not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company; and

(d) To keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by you.

Cooperation. You agree promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this Appendix. and/or to appoint the Company and its duly authorized officers and agents to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for the Company and its successors, legal representatives and assigns to obtain for itself or its nominee the full benefit of this Appendix. Your obligation to assist the Company with respect to Intellectual Property Rights relating to IP Assets in any and all countries shall continue beyond the termination of your employment.

Enforcement. You agree to give all necessary assistance to the Company, its successors, legal representatives and assigns to enable it to enforce its IPRs against third parties, to defend claims for infringement of third party IPRs and to apply for registration of IPRs, where appropriate throughout the world, and for the full term of those rights.



ПРИЛОЖЕНИЕ 1А
УВЕДОМЛЕНИЕ ЗА ПРЕДХОДНИ ОБЕКТИ НА
ИНТЕЛЕКТУАЛНА СОБСТВЕНОСТ

- 1.** Предходни обекти на интелектуална собственост. По-долу е представен пълен списък на всички изобретения, подобрения на изобретенията, както и друга интелектуална собственост, свързана с предмета на Приложение 3 (Права на интелектуална собственост) („Приложение“) с Дружеството, които съм разработил, замислил, направил или реализирал на практика лично от мен или съвместно с други лица преди моето назначаване в Дружеството, и които са регистрирани на мое име в съответния публичен регистър, които искам да изключа от обхвата на Приложението: (Щракнете върху кутийката, за да маркирате с „x“)

- Няма изобретения, подобрения и друга интелектуална собственост.
- Маркирайте едно:
- (a) Виж член 3 по-долу; или
- (b) Всички Изобретения и права на интелектуална собственост във връзка със следното:
нямам
-
- Приложени допълнителни листове.
- 2.** Патенти. По-долу е представен пълен списък на всички патенти и заявки за патенти, които ме посочват като изобретател, включително всеки патент или заявка за патент, подадена лично от мен или съвместно с други лица преди назначаването ми в Дружеството: (Щракнете върху кутийката, за да маркирате с „x“)
- Няма патенти или заявки за патенти.
- Патенти и заявки за патенти както следва:
нямам
-
- Приложени допълнителни листове.

ATTACHMENT 1A
NOTICE OF PRIOR IP WORKS

- 1.** Prior IP works. The following is a complete list of all Inventions, improvements to Inventions and any other intellectual property rights relevant to the subject matter of Appendix 3 (Intellectual Property Rights) ("Appendix") with the Company that have been developed, conceived, made or reduced to practice by me or jointly with others and which are registered in my name with the respective public register prior to my employment for the Company that I wish to remove from the operation of the Appendix: (Click on BOX to mark with an "X")

- No Inventions, improvements and other intellectual property rights.
- Check one:
- (a) See clause 3 below; or
- (b) Any Inventions and intellectual property rights regarding the following:
none
-
- Additional sheets attached.
- 2.** Patents. The following is a complete list of all patents and patent applications listing me as an inventor, including any patent or patent application filed by me or jointly with others prior to my employment with the Company: (Click on Box to Tick with an "x")
- No patents or patent applications.
- Patents and patent applications as follows:
none
-
- Additional sheets attached.



3. **Изобретения и други права на интелектуална собственост.** По-долу е представен пълен списък на всички изобретения и други права на интелектуална собственост, които съм разработил, замислил, направил или регистрирал на свое име в съответния публичен регистър:

- Няма изобретения и други права на интелектуална собственост
- Изобретения и права на интелектуална собственост както следва:
нямам

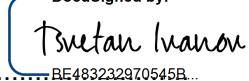
3. **Inventions and other intellectual property rights.** The following is a complete list of all inventions and other intellectual property rights, which I have developed, conceived, made or reduced to practice and which are registered in my name with the respective public register:

- No inventions or other intellectual property rights.
- Inventions or other intellectual property rights as follows:
none

10 October 2022

Дата/Date:

Подпись/Signature: Цветан Кирилов Иванов/Tsvetan Kirilov Ivanov.....

DocuSigned by:

Tsvetan Kirilov Ivanov
BE483232970545B...

Сайткор България ЕООД

Дължностна Характеристика

Месторабота: София

Дължност: Програмист-аналитик

НКПД: 25126005

A. Специфични задължения и отговорности:

- Като Програмист-аналитик, в тази роля ще бъдете част на екипа за поддръжка на продукти.
- Ще работи със Сайткор партньори, за да разберете изискванията на клиента и да определи правилния подход за изпълнение.
- Като Програмист-аналитик може да бъдете помолен да анализирате и отстраниТЕ функционални и сложни проблеми свързани с начина на работа на дадения софтуер.
- Като Програмист-аналитик ще решавате проблеми, които разработчикът не може да реши.
- Непрекъснатото изучаване на различните продукти на Сайткор и тяхното взаимодействие помежду си е важна част от ежедневните дейности на тази роля.

Б. Необходими познания и опит:**Задължителни:**

- Разбиране на съвременните архитектури и технологии на уеб приложенията;
- Опит в работата с технологиите на Microsoft (ASP.NET, C#, Visual Studio, SQL Server, IIS);
- Опит в работа със структури от данни и създаване на софтуерни алгоритми;

Sitecore Bulgaria EOOD

Job Description

Office Location: Sofia

Job Title: Associate Software Engineer

NCPP (National Classification of Professions and Positions): 25126005

A. Key Responsibilities and Deliverables

- As an Associate Software Engineer, you will be a member of the Product Support Services Team.
- You'll interact with partners to understand customer requirements and determine the proper implementation approach.
- The Associate Software Engineer could be asked to troubleshoot implementations that are experiencing complex performance or functional issues.
- As an Associate Software Engineer you will have to solve problems that developer cannot solve.
- Continuous learning of different Sitecore products and how they interact with each other is an important part of the day-to-day activities in this role.

B. Knowledge and Experience**Must haves:**

- Understanding of the modern web applications architectures & technologies
- Experience working with Microsoft technologies (ASP.NET, C#, Visual Studio, SQL Server, IIS)
- Experience working with data structures and creating software algorithms

- Възможност за бързо превключване на различни задачи- мултитаскинг;
- Желание за разрешаване на казуси;
- Желание за подобряване на цялостния опит на клиентите с нашите продукти.

- Ability to quickly switch task context
- Problem-solving desire
- Be passionate about improving customer experience with our products

Опит в следното би бил плюс:

- ИТ или техническо образование
- Отстраняване на неизправности или опит в поддръжка на клиенти
- Инфраструктурни или уеб административни умения
- Опит в работата в големи корпоративни среди
- Владене на английски език и поддържане на следните минимални нива:
 - четивно – технически документи - отлично
 - четивно – обща литература - отлично
 - говоримо – отлично
 - писмено – отлично

Experience in the following would be a plus:

- IT or Technical graduate
- Troubleshooting or customer support experience
- Infrastructure or web administrative skills
- Experience working in large enterprise environments
- Knowledge of English language on following minimal levels:
 - Reading technical documentation: Excellent
 - Reading in general: Excellent
 - Speaking: Excellent
 - Writing: Excellent

В. Общи задължения и отговорности:

- Да изпълнява поставените от прекия ръководител задачи и да докладва своевременно за изпълнението им;
- Непрекъснато, целенасочено повишаване на квалификацията си;
- Лоялност и коректност към фирмата, към нейните клиенти и партньори;
- Опазване интересите на фирмата, фирменията тайна и фирмениото имущество;

C. General responsibilities:

- To perform the tasks set by the direct supervisor and report on their implementation in a timely manner;
- Continuous, purposeful improvement of employee's qualification;
- Loyalty and fairness to the company, its customers and partners;
- Protecting the interests of the company, company secrets and company property;

- Изучаване и следване на единната фирмена политика и положителните тенденции в начина на работа и в представянето на фирмата
- Спазване на фирмения кодекс и фирмения правилник, стриктно попълване на необходимите в текущата работа документи, спазване на служебната йерархия и поддържане на колегиални взаимоотношения;
- Материална отговорност за проверените в работата ценности – пари, компютърна техника, стоки, автомобили, инструменти, апаратура, оборудване, обзавеждане и др.
- Studying and following the unified company policy and the positive trends in the way of work and in the presentation of the company
- Observance of the company code and the company regulations, strict filling in of the necessary documents in the current work, observance of the official hierarchy and maintenance of collegial relations;
- Responsibility for the company property and assets such as money, computer equipment, goods, cars, tools, apparatus, equipment, furniture, etc.

Дата: 10.октомври, 2022

DocuSigned by:

Marta Simeonova

.....46BB8530DC6834AD.....

Директор Човешки ресурси: Марта Симеонова

DocuSigned by:

Tsvetan Ivanov

.....BE483232970545B...

Служител: Цветан Кирилов Иванов

Date: 10. October, 2022

DocuSigned by:

Marta Simeonova

.....46BB8530DC6834AD.....

For and on behalf of Sitecore Bulgaria EOOD:

HR Operations Director: Marta Simeonova

DocuSigned by:

Tsvetan Ivanov

.....BE483232970545B...

Employee: Tsvetan Kirilov Ivanov



EMPLOYEE PRIVACY POLICY

Effective Date: April 9, 2021

1.0 PURPOSE

At Sitecore, we understand the value of data and the importance of protecting it. We therefore want to be transparent with you, our employees, about the data we collect about you and how we process, store and share data.

2.0 SCOPE

This Employee Privacy Policy ("Policy") is a global policy that applies to all Sitecore employees.

3.0 DEFINITIONS

"Employee Information" means any data provided by an employee to Sitecore, including any "Personal Information" and "Sensitive Personal Information" as they may be defined by applicable law.

"Personal Information" means "personal information" and/or "personal data" as such terms are defined by applicable law.

"Sensitive Personal Information" means "sensitive personal information" and/or "sensitive personal data" as such terms are defined by applicable law and as further described in Section 4 (Information we Collect, Process and Store) below.

"Sitecore" refers to Sitecore Holding II A/S, a Danish limited liability company (CVR. No. 37624071) and its affiliated subsidiaries and entities, including acquired entities such as Stylelabs, Inc. and Hedgehog Development LLC.

4.0 INFORMATION WE COLLECT, PROCESS AND STORE

In the course of your employment relationship with Sitecore, we collect Employee Information (both online and offline). Under applicable laws in Europe, the Sitecore entity that employs you will be the controller of any Personal Information received as part of your employment with Sitecore. Please note that Sitecore take steps to ensure that we do not collect more Employee Information than is necessary to achieve the required processing purpose.

In the event of any merger or acquisition where an acquired company continues to process Personal Information, Sitecore will be a joint controller with the acquired company, jointly sharing data protection responsibilities.

While not an exhaustive list, examples of what may be collected in the ordinary course of employment with Sitecore includes the following:

Identifiers and contact information	Your name, signature, address, telephone number, email address and other contact details.
Sensitive Personal Information	This may include health date, biometric data and physiological data, as further described below.



Biometric Data	This includes ID badge photos and easily observable physiological information from anyone who enters our facilities.
Educational information	<ul style="list-style-type: none"> <u>Background</u>: Your CV or resumé, skills, experience, education, schools attended, qualifications and educational transcripts. <u>Profile information</u>: Academic qualifications and work experience from publicly available sources relevant for the hiring process, e.g. LinkedIn profile.
Professional or employment-related information.	<ul style="list-style-type: none"> <u>Compensation</u>: Your salary, benefits, stock grants, pension contributions and any other compensation or equity. <u>Expenses</u>: Travel-related records, professional memberships, disbursements and expensed items. <u>Work Authorization</u>: Information relating to work authorization, eligibility to work or any ongoing immigration application. <u>HR Matters</u>: <ul style="list-style-type: none"> <u>Disciplinary</u>: Information obtained during any HR-based investigation, grievance, disciplinary or formal legal proceeding. <u>Performance Management</u>: Information relating to any performance related issue or performance improvement plan. <u>Performance Reviews</u>: Information relating to performance reviews, targets, achieved objectives and appraisals. <u>Absence Records</u>: Including any vacation, sickness absence, holiday or other leave. <u>Recruitment data</u>: Further detail on the data we collect as part of the recruitment process is available in our Recruitment Privacy Policy. <ul style="list-style-type: none"> <u>Background screening</u>: Reference information and/or information received from background checks (where applicable). <u>Interviews</u>: Details from interviews and outcomes of any exercise(s) completed as part of the recruitment process. <u>Work Authorization</u>: Legal right or eligibility to work in the region where you have applied to work (including visa status). Any other information that may be obtained in the course of employment.
Contacts.	Emergency contacts and next of kin or beneficiaries of any benefits.
Characteristics of protected classifications under applicable state law.	<p>Demographic information such as gender identity and date of birth may be collected.</p> <p>Please note that in some countries we may ask for information such as race/ethnicity, veteran status, citizenship/nationality and/or disability status for the purpose of monitoring equal opportunity as may be required under local law.</p>
Internet or other electronic network activity information.	We may collect information relating to IT and electronic network activity such as usernames, access to systems, creation and deletion of files. We also collect and retain any information that you store on any Sitecore device.
Inferences.	<p>Professional or employment-related inferences derived from the information obtained above.</p> <p>We may also use Employee Information to make a determination of an employee's potential risk of infection of any medical condition, infection or virus based on our observation of physiological information. It is not a determination of whether or not the employee actually has such the medical condition, infection or virus.</p>
Sensory data.	This may include audio, electronic, visual or similar information such as meeting recordings, photos or videos provided in the ordinary course of employment.



Publicly available information.	Profile information, academic qualifications and work experience from publicly available sources relevant for the hiring process, e.g. LinkedIn profile.
Other Personal Information.	This may include any passport or state identifications, medical or health information pertaining to any employment benefit, medical related absence or reasonable accommodations.

Sitecore does **not** require or request:

- Commercial information such as, records of personal property, products or services personally purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- Geolocation data such as physical location or movements.
- Inferences drawn from other personal information, such as profiling, reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

Some types of Personal Information are particularly sensitive, such as racial or ethnic origin, political opinions or beliefs, religious beliefs, physical or mental health condition, sexual orientation, criminal offenses, trade union or works council membership, job evaluations or educational records (together these are referred to as categories of "**Sensitive Personal Information**"). We collect and use these types of information in some limited circumstances where it is necessary for us to protect your interests (e.g., to provide healthcare), to assess your working capacity, where we need to do so to comply with specific legal obligations (e.g., equal opportunity or anti-discrimination legislation or employment law), or where we have your explicit consent to use it. If you have a disability and would like Sitecore to consider any accommodation, you may provide that information during the recruiting process.

5.0 WHERE WE COLLECT INFORMATION FROM

Sitecore collects Information about you from the following sources:

From you	Sitecore collects Employee Information from employees during recruitment, on-boarding and throughout the employment relationship.
References	We may collect Information about you as part of a pre-employment reference check. Candidates and job applicants are responsible for obtaining any notices or consents for Sitecore to collect and use Information from references in accordance with this Policy.
From other third parties	This includes service providers used to perform background checks (to the extent that they are relevant and permitted by applicable local law) and recruiting agencies, benefit providers, immigration advisors, lawyers and companies providing employee hotline services.
Managers and co-workers	We may collect Information about you from managers and co-workers in relation to performance reviews, suitability for promotions or disciplinary matters.
Acquired entities	In the event of any merger or acquisition, Sitecore may obtain Information about you from an acquired entity if you were previously employed by that acquired entity.

6.0 HOW WE USE AND SHARE THAT INFORMATION

Sitecore has a number of lawful bases for collecting, using, storing and otherwise processing Employee Information about you during our hiring processes and throughout the course of your employment. These lawful bases include:

- in order to ensure the performance of your employment contract;



- in order to comply with our legal obligations and maintaining records for legal, audit and regulatory purposes;
- in order to pursue our legitimate interests of hiring the most qualified and appropriate personnel;
- in order to pursue our legitimate interests in protecting the property and security of our business operations and our employees; and
- in order to pursue our legitimate interests in conducting personnel administration and effectively managing our workforce and ensuring that roles and tasks are assigned appropriately and for the purposes outlined below

While not an exhaustive list, Employee Information may be collected pursuant to sections 4 and 5 above for any reason related to your employment with Sitecore, including the following purposes:

Communications	We, or our service providers, may contact you in relation to your employment or employment-related benefits.
Team Collaboration	Sitecore uses a number of tools for the purpose of work, including email, instant messaging, teleconference, phone calls, group channels and other communications.
Managing recruitment and resourcing activities	This includes budget planning and administration, development of workforce management and staffing (e.g. headcount planning, recruitment, termination and succession planning).
Verification of your work authorization	We may require your Employee Information in order to confirm ongoing eligibility to work in the jurisdiction of your employment.
Compensation, payroll and benefit administration	We may use your Employee Information for the purposes of remitting salary, tax withholdings, tax equalization, stock awards, payment of expenses, insurance, pension and retirement planning and/or enrollment and participation in programs offered to eligible employees (e.g. wellness activities, benefits).
HR Administration	This includes notifying you of eligibility of benefits, tracking and management of leave and facilitating any other matter related to HR administration.
Workforce development	We may use your Employee Information for the purpose of enrolling employees in educational and training programs, talent management and/or employee certifications.
Performance management	Your Employee Information may be used in performance reviews and appraisals to evaluate career development and progression plans.
Problem resolution	Your Employee Information may be used in internal reviews, grievances, disciplinary proceedings and/or internal investigations.
Facilities	Employee Information may be used to authorize, grant, administer, monitor and terminate access to or use of company systems, facilities, records, property and/or infrastructure.
Security	Employee Information may be used (such as employee names and photographs) for security passes to gain access to office premises and/or for reasons of monitoring and surveillance for safety and online security. IT records may also be used for the purpose of data security to ensure that access to Employee Information is limited only to those with a need-to-know.
Engaging corporate transactions in	Circumstances may arise where we may buy or sell assets or businesses as part of a sale, merger or change in control of all or a part of Sitecore. In such transactions, we may disclose or transfer your Employee Information, in accordance with this Policy, to prospective or actual purchasers and/or receive your Personal Information from prospective or actual sellers. Any company which buys us or a part of our business will have the right to continue to use the Employee Information we have collected and stored, but only in the manner set out in this Policy.



Compliance with the law and policies / protecting legal rights.	We may be required to disclose your Employee Information to comply with applicable laws (including laws outside of your country of residence), regulations, court orders or government and law enforcement requests, including national security, workplace injury reporting and law enforcement disclosure requirements. Additionally, if we reasonably believe that it is necessary or appropriate, we reserve the right to use or disclose your Information to allow us to pursue available claims or remedies and to protect our legal rights, property or the safety of our employees, users or others, to the extent allowed by applicable law. This includes exchanging Personal Information with companies and organizations for the purposes of fraud detection.
Development of services	We may use your Employee Information to develop and improve our recruitment processes, websites and other related services. Where feasible, we use aggregated anonymous Personal Information in context of the development activities.
Public Health and Safety	We may process or disclose Employee Information we collect for the purpose of managing any public health and safety risks to our Employees, Customers and the population generally. We may also process or disclose Employee Information where required by law, regulation, court order, or administrative order to do so.

Please note that the purposes above are illustrative only and are non-exhaustive. Employees are reminded that Employee Information collected for HR and employment-related uses are subject to this Policy.

7.0 WHO MAY HAVE ACCESS TO YOUR EMPLOYEE INFORMATION

Employee Information will be kept confidential at all times and only be shared within Sitecore or with authorized service providers and third parties on a need-to-know basis when it is necessary for the performance of an employment contract related purpose or to comply with a legal or regulatory requirement. Authorized service providers and third parties include:

- Sitecore's Human Resources Information System (i.e. Workday);
- Payroll and benefit providers;
- Lawyers, auditors and professional advisors; and
- Trainers and workforce development professionals.

Sitecore contractually requires that its service providers and other authorized third parties handling Employee Information are bound by confidentiality. We restrict service providers by contract and require them to process your Employee Information only in connection with the specific purpose for which it was disclosed. We also require them to act consistently with this Policy and to use and maintain reasonable administrative, physical and technical controls designed to protect the confidentiality and security of your Employee Information.

8.0 CROSS BORDER TRANSFERS OF EMPLOYEE INFORMATION

Sitecore has entered into an agreement for the international transfer of Personal Information within the Sitecore group of companies ("**Intra-Company Agreement**") which governs the processing of your Personal Information by Sitecore entities. The Intra-Company Agreement also incorporates the [European Union Model Clauses requirements](#) for transfers of your Personal Information. Additionally, Sitecore complies with the [E.U.-U.S. Privacy Shield](#) and [Swiss – US Privacy Shield Frameworks](#) (www.privacyshield.gov) (together referred to as "**Privacy Shield**"). Further guidance on Sitecore's Privacy Shield Certification is detailed in **Appendix A** of this Policy.



Sitecore is a global company with business processes, management structures and technical systems that cross national borders. This means that your Personal Information may be transferred internally to Sitecore affiliates and externally to third parties (including partners and service providers) across international borders for the purposes described in this Policy. Sitecore transfers data only in accordance with legally approved transfer mechanisms that are appropriate under applicable data protection laws, including the European Union Model Clauses.

For further information on the [Privacy Shield](#) program or our Privacy Shield certification, please see how we comply with the as detailed in our [Privacy Shield Statement](#). Further, although the United Kingdom is no longer a European Union Member State, Sitecore will continue to comply with the Privacy Shield program, or any successor framework that may be applicable to the UK, with regard to the Employee Information of those employees located in the UK.

9.0 HOW WE KEEP YOUR INFORMATION SECURE

At Sitecore, we understand the importance of keeping your Employee Information secure. We have implemented and maintain technical, administrative and physical security measures designed to protect your Employee Information from unauthorized access, disclosure, misuse, alteration, accidental loss or destruction and to preserve the confidentiality, integrity, availability and resilience of all data both online and offline. This includes encryption, redaction, anonymization and pseudonymization where appropriate.

To demonstrate our commitment to protecting Employee Information and customer data, Sitecore maintains a number of compliance programs and certifications in accordance with strict regulatory and industry standards detailed on our [Trust Center](#). Further detail on the steps that Sitecore takes to protect Employee Information can be found on Sitecore's intranet, the Core, and are available from the security team at security@sitecore.com.

Sitecore will retain Employee Information in accordance with the [Records Retention and Disposal Policy](#), also available on the Core. At the end of the specified period, or earlier if required to comply with your privacy rights that are exercised by you, the applicable data will be deleted and securely destroyed.

10.0 YOUR PRIVACY RIGHTS

Sitecore has selected [Workday](#) as its Human Resources Information System. You may access, update, amend and delete your contact details, emergency contact details and payroll data on Workday.

Additionally, depending on where you are located, you may have other rights, including:

- the right of access - the right to obtain from us confirmation as to whether or not personal data concerning you is being processed, and, where that is the case, to request access to the personal data, as well as certain information on how we are processing such data;
- right to rectification – the right to obtain from us the rectification of inaccurate personal data concerning you;
- right to erasure (or the “right to be forgotten”) – the right to have your personal data deleted in certain circumstances;
- right to restrict processing – the right to prevent us from continuing to process your personal data in certain circumstances,
- right to data portability – the right to have us provide your personal data to you in a structured, commonly used and machine-readable format and to transfer that information to another controller on your request;



- the right to object to Sitecore's processing of your Personal Information on compelling legitimate grounds; and
- any other rights which might apply to you under applicable law.

Your rights in each case will be subject to the restrictions set out in applicable data protection laws. You may obtain further information as to which rights you have and how to seek to exercise these rights by contacting privacy@sitecore.com. When you make a request to exercise any of these rights, we will review your request in accordance with applicable laws.

11.0 CONTACT US

If you believe your Employee Information has been used in a way that is not consistent with this Policy or if you have questions, please speak with your HR Business Partner or contact privacy@sitecore.com.

12.0 COMPLAINTS OR DISPUTES

While we hope that we can answer any questions that you may have, if you feel that you have not received a timely or satisfactory response from us to your question or concern, you have the right to submit a complaint to your local data protection authority or privacy regulator.

For employees who reside in the EU, we have chosen the [EU Data Protection Authorities](#) (EU DPAs) to serve as an independent recourse mechanism for dispute resolution arising from collection, use, and retention of Personal Information transferred from EU member countries to the United States.

In compliance with the Privacy Shield Principles, to which Sitecore remains in adherence with, Sitecore commits to resolve complaints about our collection or use of your Personal Information. EU and Swiss individuals with inquiries or complaints regarding our Privacy Shield certification or privacy practices should contact Sitecore's Chief Legal Officer at privacy@sitecore.com

You may refer a complaint to your local EU DPA [here](#) (<https://www.uscib.org/contact-uscib-ud-724/>), at no cost to you, and we will work with them to resolve your concern. In certain circumstances, the Privacy Shield Framework provides the right to invoke binding arbitration to resolve complaints not resolved by other means, as described in Annex I to the Privacy Shield Principles.

Sitecore has further committed to cooperate with the panel established by the EU data protection authorities (DPAs) and the [Swiss Federal Data Protection and Information Commissioner \(FDPIC\)](#) with regard to unresolved Privacy Shield complaints concerning human resources data transferred from the EU and/or Switzerland to the United States of America in the context of the employment relationship. If you are a UK resident and have unresolved Privacy Shield complaints concerning the transfer of your Employee Information to the United States, please contact the United Kingdom's Information Commissioner's Office at <https://ico.org.uk/make-a-complaint/eu-us-privacy-shield/>.

13.0 UPDATES TO THIS POLICY

From time to time, we may change this Policy to accommodate new technologies, industry practices, regulatory requirements or to reflect any changes in how we process Employee Information. Any changes to this Policy will be effective when we post the revised Policy on this website. The "Effective Date" section at the top of this Policy states when this Policy became applicable and serves as notice of the update.

Version 3.0

**Document Control**

Current No.	Version	Date of Publication	Original Owner	Last Date of Revision	Last Approved by
3.0		04/08/2021	Legal Department	04/08/21	Chief Legal Officer
2.1		1/1/2020	Legal Department	6/1/2020	Chief Legal Officer
2.0		1/1/2020	Legal Department	1/1/2020	Chief Legal Officer
1.1		10/19/2018	Legal Department	10/19/2018	Chief Legal Officer
1.0		5/22/18	Legal Department	5/22/18	Chief Legal Officer



APPENDIX A

HOW WE COMPLY WITH THE PRIVACY SHIELD

Sitecore continues to comply with the E.U.-U.S. Privacy Shield and Swiss – US Privacy Shield Frameworks (together referred to as “**Privacy Shield**”) as set forth by the U.S. Department of Commerce and the European Commission regarding the collection, use, and retention of personal information from data subjects who reside in the EU and Switzerland, respectively. Sitecore’s Privacy Shield certification relates only to data transferred by Sitecore USA, Inc. from the EU, the United Kingdom and Switzerland to the US.

Sitecore has certified to the Department of Commerce that it adheres to the Privacy Shield Principles of notice, choice, accountability for onward transfer, security, data integrity and purpose limitation, access, recourse, enforcement and liability. If there is any conflict between the terms of any Sitecore privacy policy and the Privacy Shield principles, the Privacy Shield principles shall govern.

As required under the principles, when Sitecore receives information under the Privacy Shield and then transfers it to a third-party service provider acting as an agent on behalf of Sitecore, Sitecore has certain liability for the onward processing of personal data under the Privacy Shield if both (i) the agent processes the information in a manner inconsistent with the Privacy Shield and (ii) Sitecore is responsible for the event giving rise to the damage. To learn more about the Privacy Shield program, and to view Sitecore’s certification, please visit the Privacy Shield website.

If you have an inquiry regarding our privacy practices in relation to our Privacy Shield certification, we encourage you to [contact us](#) to resolve your query.

For residents of the United States, Sitecore is subject to the investigatory and enforcement powers of the US Federal Trade Commission (FTC).

Tsvetan Ivanov

DocuSigned by:

Tsvetan Ivanov
10 October 2022
BE483232970545B...



Code of Business Conduct





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A message from our Chief Executive Officer

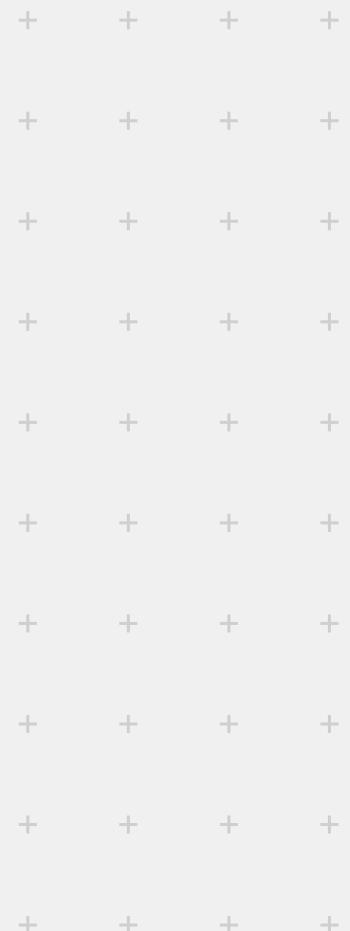
At Sitecore, conducting business ethically, respectfully, and honestly is reflected in everything we do. Our Global Code of Business Conduct ("Code") does more than just codify rules of conduct - it describes what we believe in, provides information about our ongoing responsibilities to those we serve, and is a resource to guide us in our daily work.

The Code sets forth our expectations of lawful and ethical behavior and how we should act as individuals and as leaders. As we expand our ecosystem of customers and partners, it's up to each of us to protect our corporate reputation by acting consistently with our values and the law as we perform our jobs. And as our global footprint grows, presenting us with new and exciting opportunities worldwide, the Code is the very foundation by which we will earn the trust of each other and the communities in which we live and work. We regularly update the Code to keep pace with developments in the law, regulations, ethics, and industry practices, and I am personally committed to making sure we embody the strong ethical principles captured in this important document.

Please read the entire Code and make a commitment to follow it. The Code will not answer every question you may have about an issue, so you are encouraged to ask for advice when making business decisions and are unsure how to proceed. If you are in a situation where you are unsure about what to do, or are concerned that the Code is being broken, please speak up. If you have any questions or concerns, talk with your manager or contact any of the resources listed in the Code, including our Reporting Hotline.



Steve Tzikakis
Chief Executive Officer





I. About Our Code: Why It Matters

This Code defines expectations of how we conduct business ethically and clarifies what is and is not acceptable behavior to maintain our personal and professional integrity. The Code helps us navigate the complex world of business and ethics by translating our values into appropriate decisions and behavior.

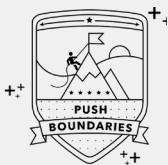
The Code applies to everyone in the Sitecore community: employees, contingent workers, contractors, officers and directors. It holds us all to the same standards, ensuring fairness and consistency across our business and ensuring we comply with company policies and applicable laws.

The Code does not list every legal or ethical issue you may face, but when used in conjunction with our company policies and procedures as well as common sense and good judgment, it creates a common framework for decision making and serves as a reference to help solve ethical dilemmas. Please note that violations of the Code may lead to disciplinary action, up to and potentially including termination of employment.





II. Our Values



Push Boundaries: As part of challenging the status quo, we refuse to stop innovating and improving. Sitecoreans are curious and initiate change while executing with high velocity (both speed and direction), but always with a commitment to excellence and the principles of this Code.



Foster Collaboration: Sitecoreans empower and enable each other for success by building trust through open communication. By listening generously and embracing diverse perspectives we bust silos and unite as one team, all while working hard and having fun together.



Take Ownership: Sitecoreans are accountable for outcomes, not activities. By acting with integrity and persevering with passion, we develop the leader within while championing our personal growth and our team's success.



Customers First: Customer success is a top priority as we always seek to improve our customers' experience. By anticipating and delivering proactively on customer needs, Sitecore is our customers' trusted advisor.



Cultivate Community: Sitecoreans think beyond ourselves by building a culture of respect, empathy and inclusion. We contribute actively to our local communities and create lasting connections within our community of colleagues, customers, partners and developers.



III. Our Business Relationships

1.0 We take ethics and compliance seriously

This Code provides guidance about business behavior expected of each member of the Sitecore community as you work and interact with fellow employees, customers, suppliers, service providers, business partners, and other stakeholders worldwide.

The Code supports our core values and policies. Issues covered by the Code may also be covered in additional local, regional, or departmental policies or handbooks. Employees can find a comprehensive list of policies on the [Core](#), Sitecore's intranet. Of course, the Code and the policies cannot answer every question or address every possible business situation. We expect you to use good judgment and seek guidance when you have questions about the appropriate course of action.

Scope and compliance

The Code applies to all employees, officers, directors, contingent workers, and independent contractors ("you" or collectively "personnel") of Sitecore Holding II A/S and its affiliates worldwide (collectively, "Sitecore"). To the extent allowed by law, aspects of the Code also apply to consultants, service providers, suppliers, and others who do business with us. Please note that simply because the Code applies, it does not create an employment relationship with Sitecore that would not otherwise exist. Each of us has a responsibility to uphold the Code.

Annual certification required

All personnel are required to review, understand, certify and comply with the Code. The Code is regularly updated based on our dynamic business environment and changing laws and regulations. You must certify every year to ensure you are familiar with the most recent version of the Code and to remind you that the Code is a resource that you can use all year long. You will be enrolled once annually in Code of Business Conduct training, during which you will complete your annual Code certification. Additionally, as part of the on-boarding process, new hires are required to complete the Code certification and other mandatory training when they join Sitecore. Thereafter, new hires are required to participate in the annual Code training and certification.



Your responsibilities

Our business success depends on our ability to build trusted relationships based on respectful and professional business dealings with Sitecoreans, customers, vendors, and others. This means that you have a responsibility to:

- Promote a respectful workplace
- Ask questions and report concerns (including anonymously via the Reporting Hotline, if you prefer)
- Conduct business with honesty and integrity
- Follow the letter and spirit of the law
- Protect the company's assets and reputation

Ultimately, we count on you to apply good judgment and to seek guidance, as appropriate, before taking action.

2.0 We are trustworthy when conducting business

Follow acceptable contracting practices to prevent side agreements

Sitecore contracts with customers and other parties only through formal, written agreements that have been approved by Legal, Finance and, when applicable, Security, and have been executed by authorized signatories, as further described in the [Contract Approval and Signature Policy](#) and the [Procurement Policy](#).

Side agreements are strictly prohibited. Side agreements include any commitment, whether verbal or written (including by e-mail), that is not explicitly written into the deal documentation. Examples include:

- Modifying payment terms (including delaying PO issuance)
- Promising that Sitecore will or will not do something that is contrary to the written agreement
- Promising something in the future that cannot otherwise be guaranteed (upgrades by a certain date, fixed pricing, etc.)

Side agreements can substantially change the terms of the original agreement and potentially expose Sitecore to a risk of breaching the agreement and impacting the agreement's accounting treatment. Any modifications to an original agreement must be reflected either in: (1) a new written agreement, or (2) a written amendment to the original agreement, either of which must be properly approved and executed by an authorized signatory.

These contracting principles also apply to consultants, sales representatives, and other third parties that Sitecore hires to provide services and to act on



our behalf. Our relationships with all third parties must always be appropriate, to our business, lawful, and documented, wherever in the world they occur. Commissions, fees, and discounts must be set forth in a written agreement that includes the services provided, and should never exceed amounts that are reasonable and customary in our industry. Payments may only be made against an accurate and complete invoice, and never in cash.

Facilitate accurate financial disclosure and reporting

As a global company, Sitecore must comply with various laws, regulations, and reporting obligations, as well as applicable statutory laws and regulations for local country financial and tax reporting. Sitecore must disclose full, fair, accurate, timely, and understandable information regarding our business, financial condition, and results of operations to our shareholders and debtholders as well as to statutory agencies. Accordingly, you must maintain accurate business records, respect all internal controls, and cooperate in all internal and external audits.

If you become aware of records that may be inaccurate, report the situation immediately to Finance or Legal, or via the Reporting Hotline. We do not support or condone preparing false records under any circumstances. If you have concerns regarding accounting or auditing matters, you should report them as specified on [page 30](#) (We ask questions and report concerns).

Maintain business records properly

Sitecore is responsible for ensuring that its business records, are created, managed, and disposed of properly. An effective, efficient records management program allows us to meet our business needs and to comply with all legal and regulatory obligations.

You are responsible for periodically reviewing the records in your possession and assuring you are in compliance with the [Record Retention and Disposal Policy](#), which contains guidance and a schedule for the destruction of records. Local laws regarding record retention and disposal may vary. Please contact Legal for more information at legal@sitecore.com.

Did you know

Business records may include financial reports, personnel files and reviews, business or product plans, contracts, requests for proposals, customer lists, and more. Depending on its content, an email may also be a business record. If you are unsure whether something is a business record, please contact Legal.





3.0 We follow the letter and spirit of the law

Obeying the law, both in letter and in spirit, is the foundation of our ethical standards. As a worldwide company, Sitecore must act in accordance with the applicable laws and regulations in all countries where we do business. Where the Code or company guidelines differ from local laws or regulations, we must always follow the higher standard. If you believe the requirements of the Code conflict with local law, please consult Legal.

Uphold applicable anti-corruption and anti-bribery laws

Sitecore is committed to acting ethically as a good corporate citizen and with integrity in all of our business relationships. We expect you to act honestly and ethically in all dealings with customers, suppliers, business partners, government officials, vendors and any other business in Sitecore's supply chain consistent with our [Anti-Bribery and Anti-Corruption Policy](#). Sitecore has zero-tolerance for bribery or corruption. You may never give or promise to give anything of value directly or indirectly to any third party in connection with any Sitecore business to assist Sitecore in obtaining an improper business advantage, whether or not any benefit is received.

Additionally, any third-party, agent, or intermediary acting on Sitecore's behalf is also prohibited from offering, giving, or accepting bribes.

Follow gift, entertainment, and hospitality guidelines

We look for opportunities to build business relationships, but we never offer or accept inappropriate gifts or anything else of value to influence business outcomes. Business courtesies, such as modest meals or a nominal gift during the holiday season, can promote good will and strengthen business ties. However, we must never compromise our integrity.

This means we:

- Never offer or accept gifts, entertainment, or anything else of value if it appears to obligate someone to act or reciprocate in a certain way
- Never offer or accept anything of value if it appears to violate the policies or core values of Sitecore or the other party
- Never offer or accept cash or cash equivalents, except for specific incentives of nominal value offered through an approved company program
- Offer or accept meals only when they serve a legitimate business purpose and are not considered extravagant by local custom



- Accept gifts only if they are of nominal value, generally less than EUR 150 / USD 175, though appropriate amounts may vary by jurisdiction. Contact Legal to confirm
- Never accept gifts of any value from customers or current/potential vendors if we are involved in a license or service deal or engaged in procurement with them

Generally, you should refrain from giving gifts to, or accepting gifts from, any third party who is doing business with, or who wishes to do business with Sitecore. Local customs may require that you exchange gifts; however, you must first obtain approval from your manager. A gift may only be exchanged in accordance with Sitecore's policies and the policies of the other party. Additionally, the nature and cost of any gift you give must be accurately recorded in our books.

You may accept and offer infrequent business meals and entertainment, provided they are not extravagant, or of a nature that might create the appearance of impropriety. Never give or accept a loan of any amount without the prior written approval of the Chief Financial Officer and the Chief Legal Officer.

For additional information regarding acceptable and unacceptable gifts, entertainment, and other hospitality, as well as the related approval process, please refer to Sitecore's [Travel and Expense Policy](#) and Sitecore's [Anti-Bribery & Anti-Corruption policy](#). Contact Finance or Legal to discuss and resolve ambiguous situations.

Deal honestly with public or government officials

Various local laws including the UK Bribery Act, the U.S. Foreign Corrupt Practices Act and Sapin II Law prohibit offering, promising, or giving anything of value to a public or government official. If you have any interactions with public or government officials, it is important that you know the laws and regulations that apply to those interactions. Laws in most countries prohibit or restrict government officials or employees of government agencies from receiving payments, entertainment, or gifts. This is outlined in greater detail in our [Anti-Bribery & Anti-Corruption policy](#).

Did you know

That the term "government official" includes various jobs and positions, including:

- Police, military, or immigration officers
- Executives and other employees of a state-owned business, such as a national oil company, state-owned refinery, national airline, or national railway
- Individuals who work for public international organizations such as the United Nations, the International Monetary Fund, or the World Bank
- Professors employed by a state university
- Any person acting in any official, administrative, or judicial capacity for, or on behalf of, any government





Know the law when working with government customers or heavily regulated industries

When a government or public entity is our customer, or our customer operates within a heavily regulated industry (such as healthcare or banking), Sitecore is subject to unique requirements that are considerably stricter than when we work with other commercial customers. A violation of these requirements can lead to serious issues. If your work involves a government customer or a customer in a heavily regulated industry, you are responsible for knowing the specific requirements that apply. Always ask your manager or contact Legal if you are unclear about what is required.

Promote fair competition

We follow laws designed to preserve free and open competition, often referred to as "antitrust laws." Generally, applicable antitrust laws prohibit the following conduct:

- Price fixing, which includes verbal, tacit, or implied agreements among competitors about prices
- Bid rigging, through which a party agrees to not bid, bid at a certain price, or submit a bid that is intentionally less favorable than a competitor's bid
- Territorial or customer allocation, through which competitors divide or allocate customers or territories to be served
- Market division among competitors to allocate customers, territories, or products

Antitrust and trade regulation laws in various countries may differ. Any question about specific conduct or a specific situation should be directed to Legal. In addition, you should consult Legal before joining any trade association.

Remember that

Fair competition or antitrust laws prohibit discussing or otherwise disclosing the following with competitors, suppliers, or even customers:

- Pricing practices
- Discounting
- Credit terms
- Promotional allowances
- Exclusive dealerships or distributorships
- Restrictions on carrying competing products





Safeguard the privacy of personal data

Many countries have privacy and data protection laws that govern the appropriate collection, use, storage, sharing and deletion of personal data. With global affiliates across five different continents, we are entrusted with the personal data of our personnel, customers, partners, and suppliers. We take our obligation to protect personal data seriously. We comply with applicable data protection and privacy laws in all countries where we do business. We respect the privacy of all individuals and take the necessary and legally required steps to protect personal data and prevent the harm caused by unauthorized access. But it's not just about compliance. It's also about making sure we meet the expectations of our customers and partners, using data in a transparent way, while following thoughtful and ethical data practices in our community. We have established a Data Governance Committee to address and oversee issues relating to privacy and personal data. More information on the Data Governance Committee is available on the Core.

Personal data is:

Information that identifies or can be used to identify a person. Personal data can be information about customers, employees, contractors, service providers, vendors, partners, or other parties. It can include data such as:

- Civil registration, Social Security, or other government-issued ID number
- Tax ID number
- Bank account information
- Credit card information
- Home address
- Email addresses (work and personal)
- Phone numbers
- Health/medical information
- Performance records
- Salary, comp plan, and other compensation information



You have a responsibility to safeguard the privacy, confidentiality, and security of personal data and other private information in Sitecore's possession. This means we:

- Only use Sitecore authorized tools and vendors
- Share information while keeping it safe - share information via Box or using password protection
- Report any suspicious emails
- Keep your laptops and devices safe
- Don't share your passwords
- Reach out to IT or security@sitecore.com if you have any questions about how to keep information safe



You must follow [Sitecore's Privacy Policy](#) and our [Information Security Policy](#) to protect personal data of fellow employees, customers, suppliers, and other third parties, and prevent unauthorized use or disclosure of such information.

Protecting personal data means we:

- Respect the privacy of our fellow employees' personal data;
- Comply with all company policies and applicable privacy laws regarding information protection, as well as the collection, storage, sharing, and destruction of personally identifiable information;
- Request and retain only as much personal information as necessary, and share it only on a need-to-know basis for legitimate business reasons as permitted by law—even with colleagues;
- Delete all personal data once it is no longer needed;
- Never leave personal information unprotected;
- Are transparent about the information we collect, use, and share, as well as what we use it for and how we share it;
- Invest in and use robust information protection controls, systems, and security procedures;
- Select vendors for marketing, tech support, or other services who share our commitment to protecting and appropriately using personal information.

When providing services to our customers – be it consulting, cloud services, support, or other services – Sitecore always respects the privacy of its customers, clients, employees, and other constituents. When working on a customer site or directly with a customer's information technology resources, you must also comply with the policies and standards of both the customer and Sitecore for the protection of personal data.

Q&A

I am in sales, and one of our team members has been out with an illness. One of her customers called and asked for her address to send some flowers. Can I give out her address?

We want to build strong relationships with customers, but it is inappropriate to give out the sales representative's personal information or information about the health facility where they may be receiving treatment. We must respect the privacy of our team members' personal information. You should suggest that the customer send something to the office and work with HR to ensure that it gets to them.

If you suspect that personal data has been used or disclosed inappropriately, or that a security breach has occurred, please contact the Privacy Team **immediately** (privacy@sitecore.com). The Privacy Team will take appropriate action and manage compliance with applicable laws.

 Q&A

I have received a message at my Sitecore email address from someone saying that they want access to all the information Sitecore has on record about them. What should I do?

In many countries where Sitecore operates, individuals may have certain privacy rights such as the right to access their personal data or request that information about them be deleted. If you receive any request, which could be from a customer, former colleague, a current employee, vendor or partner, you should forward this immediately to privacy@sitecore.com.





Our privacy principles regarding personal data

We must protect the personal data of our current and prospective customers as well as our Sitecore community of employees, contractors, partners and vendors who trust us with their personal data. We must keep this data secure, use it only for intended purposes, and follow these privacy principles:

- **Notice, choice and consent:** We provide individuals with notice and choice about the types of personal data collected and how it is processed. Individuals may choose whether to provide personal data to us, and we respect their decisions.
- **Data purpose:** To ensure lawfulness, fairness and transparency we process personal data only for the legitimate purposes of operating our company, with consent or in accordance with law.
- **Data minimization:** Sitecore will collect, process, use and store only as much personal data as we need to fulfill the purpose for which it is collected.
- **Data quality and accuracy:** We provide reasonable access, upon request, to personal data, along with the ability to review, correct, amend, or delete data shared with us. We take steps to ensure that personal data is accurate, complete, and up-to-date.
- **Data retention and disposal:** Sitecore shall not keep hold of any personal data for longer than is necessary.
- **Data security, integrity and confidentiality:** We implement and maintain appropriate technical and organizational information security controls to ensure data security protections are in place. We treat personal information as highly confidential information, subject to our highest level of data security. We transfer personal data among Sitecore affiliates who enter intra-company agreements to help ensure data rights and protections during onward transfer. Personal data will be shared with third parties only when contractually obligated to provide equivalent levels of protection.
- **Monitoring and Enforcement:** Sitecore will be accountable for its decisions to protect data. Sitecore shall ensure compliance with global data protection and information governance laws by monitoring legal developments, following best practices and ensuring that policies are consistently enforced.



IV. Our Community

4.0 We believe in social responsibility

Be a good corporate and world citizen

At Sitecore, we believe that making a positive difference in the world is the right thing to do and a business essential. We recognize that our success is interconnected to the well-being of our personnel, customers, partners, and the communities in which we work and live. Our focus extends beyond the products and services we offer to encompass our responsibilities as an employer, neighbor, and steward of the planet's natural resources.

Sitecore appreciates that our work impacts the world around us. That is why Sitecore constantly strives to follow global best practices regarding sustainability. As part of Sitecore's commitment to positively impacting our environment, Sitecore conducts annual assessments to determine the actions to be taken to honor and demonstrate our commitment to sustainability.

Sitecore is committed to acting ethically as a good corporate citizen and with integrity in all of our business relationships. We have implemented and enforce systems and controls to ensure slavery and human trafficking is not, to the best of our knowledge, taking place anywhere in our supply chains. To achieve this, we have established monitoring and risk management processes to ensure continuous oversight of our suppliers and ongoing compliance obligations, such as:

- This Code of Business Conduct;
- Our [Supplier Code of Conduct](#), which all global suppliers must review and follow;
- Supplier procurement processes to ensure that prior to engagement of new suppliers, all suppliers will be onboarded in accordance with Sitecore's procurement standards. This includes legal terms and conditions in supplier agreements being reviewed by the legal team;
- Periodic audits to review and manage risks in our supplier relationships and action any instances of non-compliance; and
- Training and awareness initiatives to educate all Sitecore personnel in their responsibilities and how to report any modern slavery or human trafficking concerns.

Sitecore will continue to review our compliance, including considering our due diligence processes around slavery, human trafficking and humane working conditions, ensuring that our suppliers adhere to the same values and ethics, implementing staff training where necessary, and monitoring our effectiveness in ensuring that slavery and human trafficking is not taking place in any part of our business.



Dedicating your time and money

With Sitecoreans in many countries around the world, we also seek to strengthen the communities in which we live and work. With our goal of helping people and businesses succeed, Sitecore encourages our employees to dedicate their time, talent, and generosity as community volunteers. Supporting local communities and giving donations to charities is good citizenship. It can take the form of fund-raising activities, awareness-raising campaigns, or donations of time as experts in our field.

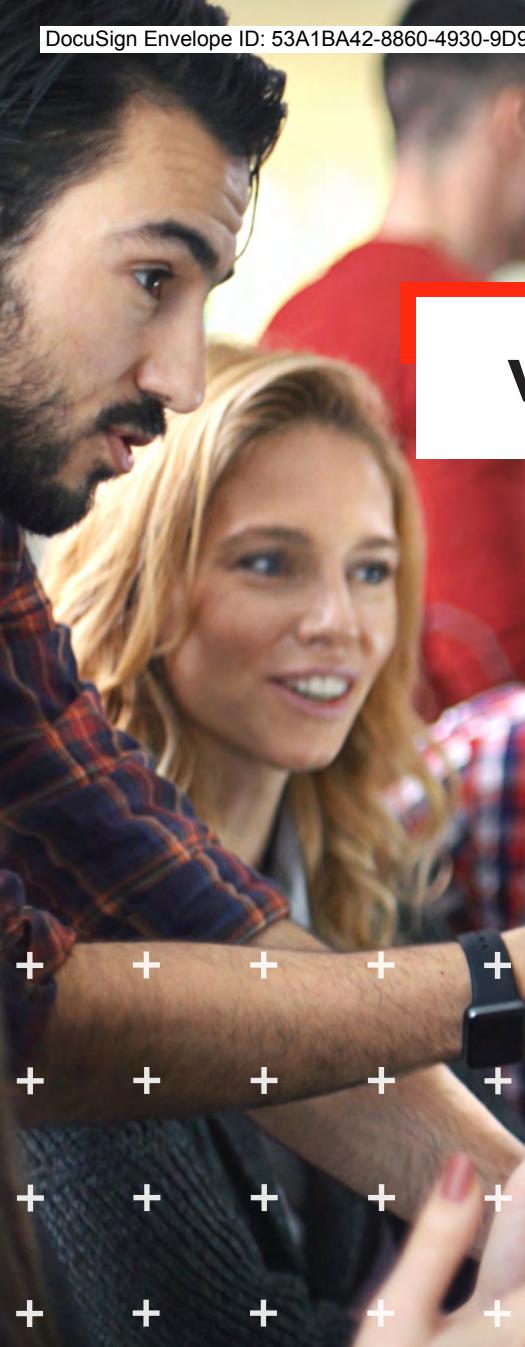
We always want to demonstrate good citizenship, and Sitecore supports both local and global charities to help people and nonprofit organizations in need. Donations on behalf of Sitecore can, however, be seen as inappropriate, and even considered bribery if not conducted properly and with transparency. Please see below for Sitecore's key principles to apply when giving charitable donations or volunteering your time on behalf of Sitecore.

Whenever you receive a request regarding a donation, contribution, or sponsorship, ensure that such requests adhere to the Sitecore principles and guidelines as a first step. If yes, then contact your local management regarding the opportunity.



Principles for charitable donations on behalf of Sitecore

1. Donations must be legal under local law.
2. Donations may not be linked to any tender or sales process; donations must never be made to encourage the recipient, or in any way be made with the expectation of any gain, financial or otherwise.
3. Organizations must be registered with their government as a nonprofit agency.
4. Sitecore does not make donations or contributions, directly or indirectly, to political parties, organizations, or individuals publicly engaged in politics, as this can be seen as a way of obtaining unfair advantage in business transactions.
5. Sitecore does not make donations or contributions, directly or indirectly, to organizations or individuals that promote a particular religion, church, synagogue, temple, or other religious entity.
6. Sitecore does not support or benefit any group that discriminates against any groups or individuals based on race, color, religion, national origin, citizenship, age, gender, gender identity, sexual orientation, marital status, mental or physical disability, or any other classification protected by law.



V. Our People

5.0 We avoid conflicts of interest

We understand that you have responsibilities and interests outside of work. However, it is your responsibility to avoid situations where a conflict of interest could occur. Generally, a conflict of interest exists when you or a member of your family has professional or personal interests or activities that could affect your professional judgment or objectivity in making Sitecore-related decisions.

Conflicts of interest may not always be immediately evident. If you think you might be faced with a conflict of interest, disclose it immediately. Talk to your manager, Legal (legal@sitecore.com) or Human Resources (people@sitecore.com) and remove yourself from any decision-making responsibilities that are related to the conflict. Failure to disclose an actual or perceived conflict of interest is a violation of the Code.

Some examples of conflicts of interest include:

- **Outside Employment:** You should not accept simultaneous employment with a Sitecore supplier, customer, developer, or competitor, or participate in any activity that supports a competitor's position or compromises Sitecore's interests.
- **Serving on a Board of Directors:** You may not serve as a director for a competitor or any entity that might create a conflict of interest.
- **Personal Investments:** Before making any investment decisions, make sure that your investments will not compromise your responsibilities to Sitecore. Typically, investments of less than 2% of the total outstanding shares in companies listed on a national or international securities exchange do not create a conflict.
- **Related Parties/Nepotism:** As a general rule, you should avoid conducting Sitecore business with, or hiring, a family member, spouse, or significant other. In cases where it is unavoidable, you must obtain prior written approval from the Chief Legal Officer and the Chief Financial Officer.
- **Romantic Relationships with Co-Workers:** As a general rule, you should avoid romantic relationships with co-workers. These are strictly forbidden between a supervisor and a direct report. And while allowed between those who do not report to one another, romantic relationships are discouraged amongst non-reporting co-workers as they can negatively impact the work environment for others.



- **Business Opportunities:** You may not use Sitecore property, information, or your position within Sitecore for improper personal gain or to compete with Sitecore directly or indirectly.
- **Political Contributions:** You may not use Sitecore's funds or assets for political campaigns or political practices anywhere in the world without the prior written approval of the Chief Legal Officer or Chief Financial Officer.

Q&A

I'm a developer on the product team. Before working at Sitecore, I had my own business developing websites for small to medium sized business. Some of my former clients want to engage my services again. Is this type of outside employment permitted?

This sounds like a potential conflict of interest. This type of paid outside engagement could be in competition with Sitecore, depending on the types of client and the type of services you would provide or it could interfere with your work duties depending on how much time you spend doing outside work. To ensure you avoid a conflict, Sitecorians seeking outside consulting engagements should contact HR or Legal who will work with you to determine if a conflict exists. Additionally, should you leave Sitecore to work elsewhere, you will also have an obligation to protect the proprietary and confidential information of our Company.

Avoid insider trading

From time to time, you may have access to material, non-public "inside information" about Sitecore, our business partners or our customers. Inside information is any information not made available to the public that could affect an individual's decision to buy, sell, or hold securities in a company.

Information or events that could be considered "inside information" include:

- Product launch dates
- New products
- Unpublished financial reports
- Changes in senior management
- Changes in product prices
- Significant new contracts or partnerships
- Decisions to expand or reduce operations
- Mergers, acquisitions, tender offers, or joint venture activity

You may never use or share inside information to trade— or influence the trading of stock, or otherwise use or share the information for personal advantage or the advantage of others.



Q&A

I was feeling generous at a family party and told my brother-in-law that our company is about to announce a huge deal with a customer. He ran out and bought stock of that customer. I'm not guilty of anything, am I?

The rules of insider trading apply not just in business contexts but with friends and family. Passing along inside information, in this case, news of the deal, to someone who then buys or sells securities based on that information is considered "tipping." Tipping is a violation of the securities laws of many countries, and both you and your brother-in-law could be subject to prosecution.

Comply with export controls

In many countries in which Sitecore does business, laws and regulations govern imports and exports. Many of these laws and regulations restrict or prohibit the transfer or electronic transmission of software and technology to certain destinations, entities, and foreign persons. In many cases, the law requires an export license or other appropriate government approvals before an item may be shipped or transmitted electronically.

Violations, even inadvertent ones, could result in significant fines and penalties, denial of export licenses, or loss of export privileges. It is critical that you contact Legal if you are not sure about the rules pertaining to a product or the country at issue.

Report foreign boycott and embargo requests

Certain laws prohibit Sitecore from participating in any foreign boycott or embargo. We must report any requests to participate in boycotts or embargos. For additional information, including a list of high-risk countries, please contact Legal or utilize the Reporting Hotline.



6.0 We protect the company's assets and reputation

Sitecore spends considerable resources to develop and maintain our business assets. We all have a responsibility to ensure that Sitecore assets are not misused, misappropriated, shared with unauthorized individuals, or sold without appropriate authorization. It is particularly important to safeguard these assets when our systems are being accessed from a remote location.

Use company assets and systems appropriately

Sitecore's assets should be used for the company's benefit only. Assets may be tangible or intangible. Tangible assets include laptops, equipment, files, emails, office supplies, and photocopiers. Intangible assets include software, trademarks, intellectual property rights, trade secrets, and copyrights.

You are expected to use company email, internet, and IT systems responsibly, and exercise good judgment and integrity when creating and sending work product, email, and voicemails. Although we respect our personnel's privacy, you should not assume that your use of company computer devices or telephone equipment is private or confidential. There should be no expectation of privacy. Sitecore reserves the right to monitor company systems in accordance with local laws. Where permitted by local laws, your use of Sitecore resources constitutes consent to such monitoring.

You must follow company guidelines for protecting Sitecore's systems, including following password guidelines and incorporating Sitecore-approved virus protection. As remote working becomes more prevalent, following these guidelines becomes more important. Internet use that is not strictly company-related during business hours must be minimized. Always use emails appropriately and for Sitecore business purposes, as the email system is owned by, and may be monitored by, Sitecore pursuant to local laws. Please see the [Information Security Policy](#) on the Core for more information.

Post on social media responsibly

We are leaders and innovators in the online marketplace. Social media enhances our ability to have honest, direct, and meaningful exchanges with our customers, our stakeholders, and our community. We respect your right to free expression

Did you know

Social media includes well-known sites such as Twitter, Facebook, Instagram, LinkedIn, and YouTube. It also includes forums, chat rooms, discussion boards like Reddit, corporate or personal blogs, comment sections in online articles, and collaborative publishing sites like Wikipedia or Google Docs.



on social media while protecting Sitecore's good name. As social media allows us to communicate instantly and globally with a large audience, we are also committed to ensuring that communications regarding Sitecore are accurate and maintain our brand and reputation. By holding ourselves accountable to the same high ethical standards online as in the workplace, we are doing the right thing for ourselves, our company, our customers, and our community.

When posting on social media, you should always:

- Ensure that you do not disclose confidential information about Sitecore, our customers, suppliers, or partners, such as non-public financial or operational information
- Avoid disclosing personal information about Sitecore employees, customers, suppliers, or partners
- If posting for personal use, post on your personal time using your own resources
- If posting for personal use, refrain from using any Sitecore or third-party logos or trademarks without written prior permission

When posting or commenting about Sitecore on the internet—unless you are authorized to speak on behalf of Sitecore—you must make clear that you are speaking for yourself in a personal capacity and not on behalf of Sitecore. You can do this by using a disclaimer such as "the views I express are my own and not in any official capacity for Sitecore."

If contacted by media representatives, you must refer media requests to authorized representatives as set forth on [page 26](#) (Refer media requests to designated representatives).

If you engage in business use of social media as part of your role for Sitecore, you must:

- Identify yourself with your name, title, and association with Sitecore
- Reference Sitecore partners, customers, or vendors only with their written consent

Whether you are acting as an employee or an individual, please think before you post.





Travel and entertain responsibly

Responsible business travel and entertainment enhances our profitability and our reputation. When traveling on behalf of Sitecore, you must ensure that business travel is intended to further Sitecore's business interests, and that travel and entertainment expenditures are reasonable, prudent, and in accordance with our [Travel and Expense Policy](#). We expect you to truthfully, accurately, and completely record business entertainment and travel expenses and to follow company policy regarding use of corporate credit cards.

Did you know

Expense report fraud includes submitting fake receipts, reporting inaccurate mileage, falsifying customer names, and fabricating business purposes for non-business expenses.



Protect confidential and proprietary information

Sitecore is committed to safeguarding all confidential information, including information we receive from our partners, customers, suppliers, and other third parties. Generally, confidential information is any material that is private or not common knowledge to others outside of Sitecore or the relevant third party.

Sitecore's confidential information is sometimes distributed to employees by members of the Leadership Team. You are not authorized to share this information externally. Posting this information on the internet, social media sites, or by emailing the information to outside parties is strictly prohibited.

When it is necessary to share Sitecore confidential information with customers, partners, or other third parties, you are responsible for ensuring that the correct confidentiality agreements are executed in accordance with our [Contract Approval and Signature Policy](#) before the information is shared.

If your job requires you to handle, transfer, process, or disclose confidential or proprietary information about personnel, customers, or suppliers, contact Legal before taking action. For information on the handling of customer information, see Sitecore's [Privacy Policy](#), Sitecore's [Information Security Policies](#) and the Sitecore [Employee Privacy Policy](#), all available on the Core.

Do not use confidential or proprietary information, including trade secrets, for your own purposes or in any way that is inconsistent with Sitecore's interests. Most countries have laws governing trade secrets and confidential information. There are serious legal repercussions for anyone who violates these laws by misusing Sitecore's or another person's or company's trade secrets for the economic benefit of anyone other than the owner.



Abide by your confidentiality agreements

All Sitecore Personnel sign an agreement to protect Sitecore's confidential and proprietary information, either in a standalone "Confidentiality and Intellectual Property Agreement" or as part of their employment contract terms, as applicable. Your obligation to safeguard Sitecore's confidential or proprietary information continues after your relationship with Sitecore ends. You must obtain Sitecore's written consent prior to disclosing confidential information to anyone or using confidential information to benefit anyone other than Sitecore. We take these obligations seriously.

Your responsibility to protect confidential information also applies to work you may have done before coming to Sitecore. Sharing confidential information from a former employer is unethical and can expose you and Sitecore to legal liabilities, especially if you signed a non-disclosure agreement with your previous employer.

Q&A

A co-worker asked me to share customer information from my previous employer. Can I do that?

You must not disclose that information. Customer information of your former employer is considered "confidential information" and you have a duty to protect that information and keep it secret, even after leaving that job. If you disclose the information, you are breaching this Code, as well as your duty of confidentiality to your former employer (or its customer). You could also be exposing yourself and Sitecore to legal liabilities. Additionally, should you leave Sitecore to work elsewhere, you will also have an obligation to protect the proprietary and confidential information of our Company.

Protect Sitecore's intellectual property

Sitecore's dedication to innovation is what makes us successful and sets us apart from our competitors. We actively protect our intellectual property, which includes trademarks, copyrights, software code, trade secrets, patents, concepts, designs, and informational notes.

Upon joining Sitecore you signed an agreement giving Sitecore ownership of all inventions, conceptions, discoveries, improvements, ideas, works of authorship, and trade secrets created on the job or created using Sitecore's assets.

Additionally, you are a steward of the trade secrets and confidential information owned by Sitecore or third parties that are entrusted to you. You are expected to take appropriate administrative, physical, and technical measures to properly safeguard them and prevent their unauthorized access, use, or disclosure.



You are also expected to comply with all data security and data privacy policies and procedures applicable to your work at Sitecore, and to complete any required training regarding how you handle confidential information and intellectual property.

Safeguard Sitecore's trademarks and brands

Among Sitecore's most valuable assets are its trademarks and brands. To protect the value and recognition of these trademarks, we have established guidelines that specify how and when they may be used. You must follow these guidelines whenever you use Sitecore's trademarks, and whenever you review and approve the use of our trademarks by third parties, such as marketing agencies, partners, and customers. See the [Trademark Usage Guidelines](#) on the Core for more information. If you discover that a third party is inappropriately using or attributing a Sitecore trademark or brand, report it to Legal or submit your concern through the Reporting Hotline.

Sitecore respects the intellectual property rights of others. In the course of your work for Sitecore you may want to copy or use music, video, articles, newsletters or other materials created or owned by a third party. These materials are all protected by copyright and other intellectual property rights, and you must always obtain permission from the owner before any such use. Please contact Legal for assistance.

Avoid software piracy

We are dedicated to using the intellectual property of third parties appropriately and will not tolerate software piracy. All software used by employees to conduct Sitecore business must be authorized or licensed. Your company computer has been installed with approved software, and only licensed software should be installed on Sitecore computers. If you need any additional commercial software or freeware / open source, contact the [Sitecore Helpdesk](#) for authorization and licensing requirements. Making or using unauthorized copies of software constitutes copyright infringement and may expose you and Sitecore to liability. Consult the Sitecore Helpdesk Support page for more information.

Refer media requests to designated representatives

Sitecore designates specific employees to speak with the media or analysts regarding company confidential matters. Unless you are a designated employee, you must refer all inquiries from the media and financial analysts to our Chief Executive Officer, Chief Financial Officer, or Chief Marketing Officer.

You must seek approval from Legal to speak to government or law enforcement officials regarding Sitecore on any topic, except where you are reporting to, or responding to an inquiry from, a governmental agency or entity about a suspected violation of law; in such instance, you are not required to inform the company if you make such a report or response pursuant to applicable law.



VI. Our Company

7.0 We promote a respectful workplace

Our employees are the key to our success and our culture. We strive to create an environment that is open and supportive. No action could be more contrary to our values than unlawful discrimination, bullying, harassment, retaliation, or other disrespectful and inappropriate behavior. Sitecore's leaders must set a strong, ethical example and create a civil, dignified, professional work environment.

Promote honest communication and our open-door policy

As Sitecoreans, we value the free flow of thoughts, ideas, questions and concerns, and encourage personnel to raise work-related issues through established processes as soon as concerns arise. Sitecore will not tolerate retaliation or victimization of any kind for asking questions or raising good faith concerns.

Value diversity and equal opportunity

With employees in over 20 countries all contributing to our success, we celebrate the diversity of our workforce. Our approach to diversity is defined by inclusiveness, belonging, respect, and fostering a culture that allows each individual to contribute to his or her fullest potential.

Sitecore is committed to making all personnel decisions based on qualifications, skills, and merit. We provide equal employment opportunities for all applicants and employees. We also make reasonable accommodations for disabled employees and other protected groups of employees and applicants, as required by law. We follow these principles in all areas of employment such as recruitment, hiring, placement, promotion, transfer, compensation, benefits, training, facilities, and social and recreational programs.

Refrain from discrimination or harassment

We prohibit discrimination or harassment based on a person's race, color, religion, national origin, citizenship, age, gender, gender identity, sexual orientation, marital status, mental or physical disability, or any other characteristic protected by local law. We seek an inclusive and diverse working environment, and our policies against discrimination, harassment and any other inappropriate conduct apply not only to Sitecore personnel, but also to our interactions with customers, vendors and business partners.



How can I identify if harassment occurs?

Harassment that violates our policies can include any unwelcome behavior that creates an intimidating, hostile, or offensive work environment based on certain personal characteristics, without regard for whether such conduct may also be a violation of local laws, such as:

- Inappropriate remarks, actions, gestures or jokes
- Sexual, racial, religious, or other inappropriate comments, innuendos or emails
- Sexual advances, flirtations, whistling, or leering
- Verbal or physical threats
- Requests or demands for sexual favors in exchange for favorable treatment
- Actual or threatened retaliation or victimization
- Displaying derogatory, demeaning, or offensive materials, photos or pictures

If you witness or experience actions that could be harassment or discrimination, please immediately speak with your manager, Human Resources or contact the Reporting Hotline ([see page 10](#)).

8.0 We foster a safe and healthy work environment

Sitecore is committed to creating a safe and healthy workplace for everyone on Sitecore premises. If local laws provide for additional safety regulations, standards, and guidelines, those can be found in your local employee handbook.

Sound safety practices are important in all our workplaces. Part of creating a safe working environment is workplace security. If you misplace or lose your identification or access badge, please email IT immediately at helpdesk@sitecore.net. Sitecore will issue you a new badge and will take necessary precautions to ensure that only authorized personnel have access to our offices and facilities.

Sitecore expects you to take reasonable care of your health and safety at work, as well as the health and safety of your colleagues. This applies to all employees, whether working on Company premises or remotely. If you have concerns for your safety or the safety of others, contact your manager or Human Resources. If you become aware of any actual or potential health or safety hazard, report it immediately.

Prevent workplace violence

A workplace free of violence, weapons, and other disruptive behavior keeps all employees safe and able to concentrate fully on business. Violence or other



deliberate acts intended to harm other people or their property, including threatening, menacing or intimidating comments and behavior, or stalking is prohibited. We will not tolerate threats of any kind.

Sitecore strictly prohibits weapons in the workplace, including in parking lots and workspaces at customer locations. As laws about the possession of weapons on Sitecore premises can differ, contact Human Resources or Legal if you have any questions.

If you become aware of any potentially dangerous situation, including threats by co-workers or outside parties, you are required to report it immediately to Human Resources or any member of management with whom you feel comfortable, or via the Reporting Hotline. All threats will be promptly investigated, and if a threat is confirmed, Sitecore will take appropriate action.

IMPORTANT: In situations involving threat of imminent personal harm, you should immediately notify office building security, law enforcement, or other emergency services, as appropriate under the circumstances.

Maintain a drug-free, alcohol-free, and smoke-free workplace

Alcohol, illegal drugs, and controlled substances can adversely affect safety, productivity, reliability, and judgment. You are prohibited from consuming or being under the influence of alcohol or possessing, distributing, or being under the influence of drugs (including inappropriate or excessive use of lawful medications) while on Sitecore premises or engaging in Sitecore business, except for lawful, moderate, and prudent alcohol consumption during legitimate business entertainment.

Additionally, smoking is prohibited on all Sitecore premises, at company-sponsored off-site events, and in vehicles owned or leased by the company. Smoking is defined as the act of lighting, smoking, or carrying a lighted or smoldering cigar, cigarette, or pipe of any kind, including the act of vaping an e-cigarette. Smoking is permitted outside of Sitecore premises in accordance with local law. Please consult your local employee handbook for the policy in your office location or contact Human Resources.

Act and dress professionally

We expect all employees to project a professional image, regardless of their position. Reporting to work well-groomed, clean, and wearing clothing appropriate for the nature of Sitecore's business is the corporate standard to which we must adhere. Business casual attire is generally acceptable though different standards may apply in your local office. Please contact your manager or Human Resources for guidelines regarding acceptable attire for your position. These guidelines are based on working conditions, location, hours, and the affect that your appearance has on colleagues, customers, business partners, and others who see you as a Sitecore representative.



9.0 We ask questions and report concerns

Raise your concerns promptly

We are committed to providing you the support and advice you need to comply with the Code, company policies, and applicable laws and regulations. When you speak up, we have an opportunity to improve, and we encourage you to ask questions and suggest improvements.

If you have any reason to believe that the Code, corporate policies, or applicable laws and regulations have been or may be violated, *you are obligated to report it*. Do not conduct your own investigation; report the violation immediately to any of the available resources below:

- Your manager
- Your local Finance leader
- Any member of Human Resources (people@sitecore.com)
- Any member of Legal (legal@sitecore.com)

Use Sitecore's Reporting Hotline

Alternatively, you may report any workplace concern anonymously (where authorized by law) through our Reporting Hotline ("Hotline") the following ways:

- Web: <https://hotline.sitecore.com>
- Phone:
If U.S.-based - (800) 461-9330
If outside the U.S., please visit <https://hotline.sitecore.com> or [The Core](#) and click on the International Phone Number list for a list of country-by-country local phone numbers
- Text (limited to U.S. Only): (415) 477-1442

This anonymous and confidential Hotline operates 24 hours a day, 7 days a week. Calls are handled by non-Sitecore personnel trained as communication specialists in hundreds of languages.

When reporting, please provide as much detail as possible, including the background and history of the matter, names, dates and places. This is especially important for items raised anonymously, which are welcome but can be more challenging to investigate. If you choose to report other than through the Hotline and wish to report anonymously, please take steps to ensure your anonymity is maintained.

Sitecore *does not* prohibit anyone from reporting concerns or making lawful disclosures to any governmental authority about conduct believed to violate applicable laws. For more information, please see our [Reporting Policy and Hotline FAQ](#) on the Core.



Sitecore's commitment to conducting business with integrity requires that we take all reports of suspected Code violations seriously, investigate them fairly and confidentially, and take action where needed.

Q&A

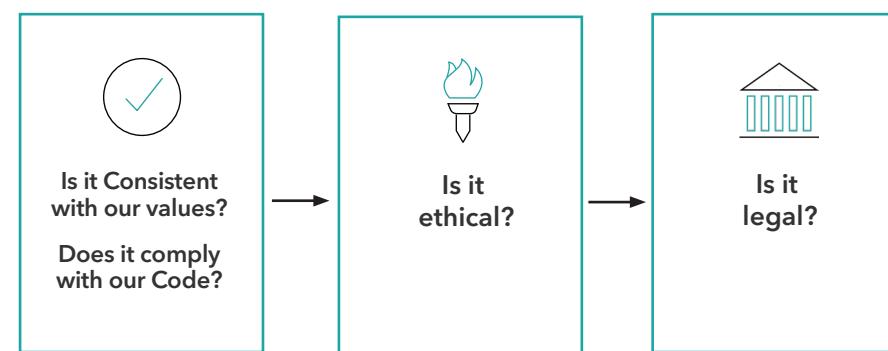
I've seen a colleague do something that I think could be a violation, but I am not sure. Since her actions do not affect me, is it okay for me to do nothing?

No. We rely on you to report misconduct and unethical behavior, even if it does not impact you directly. An unreported violation could cause severe damage to Sitecore's reputation and put your co-workers, our customers and our Company at risk. It can also have regulatory and legal ramifications. Even if you are not sure, you have a duty to report concerns and any suspected violations.

Making good decisions

When faced with a difficult ethical decision, it helps to ask yourself the questions below.

If you answer "No" or "I'm not sure" to even one question, then stop, consider a different action, obtain help or seek guidance from others before acting or making a decision. You may also consult the resources provided in the Code.



We will not tolerate retaliation

We do not tolerate retaliation, victimization or intimidation directed against anyone who, in good faith, reports suspected misconduct, asks questions or raises concerns. You should feel safe and are encouraged to file a report or a complaint or participate in an investigation of this Code or any company policy or procedure. Our anti-retaliation policy also applies to any complaint or report of suspected wrongdoing made to – or investigated by – any governmental agency.



Q&A

I report something suspicious that turns out not to be a compliance breach – will I be penalized?

No. If you report in good faith, Sitecore's policy of non-retaliation means that no action will be taken against you, even if you are wrong or if no unlawful violation or breach was found.

Cooperate with investigations and legal proceedings

All Sitecore personnel must cooperate fully in Sitecore-authorized internal investigations and audits that may be conducted by representatives from Legal, Finance, Information Technology, and Human Resources, as well as by members of our external audit and legal firms. If you reported concerns anonymously through the Reporting Hotline, you will have the option to remain anonymous to the extent allowed by law.

Legal proceedings and investigations by government or regulatory agencies, or other third parties involving Sitecore (collectively, "Legal Matters") must be handled promptly and appropriately. You should bring all Legal Matters immediately to the attention of Legal, and you must refrain from discussing any Legal Matter with anyone inside or outside of Sitecore without Legal's prior approval. The requirements of this subsection do not apply to providing information or testimony, in your individual capacity, to a governmental agency on behalf of yourself or co-workers where protected by applicable law.

You should retain documents relevant to any Legal Matter, as explained in the [Records Retention Policy](#). You may never knowingly destroy documents or other records pertaining to a Legal Matter without prior Legal authorization.

Please forward all external requests for information regarding Legal Matters to Legal. Legal will oversee information gathering and coordinate Sitecore's response. When you are asked to provide relevant records, you must promptly provide them to Legal.

Definition



Reporting "in good faith" means that you have reason to believe that a violation of the Code has occurred, and that you are sincere in your attempt to provide honest and accurate information – even if the investigation determines there was no violation.



10.0 Final reminders

This Code serves as our guide for conducting business with integrity. It is not an employment contract, and it confers no rights relating to employment. The Code is not a complete list of our guidelines. You are expected to know and comply with all company guidelines related to your role. Violation of these company guidelines may also result in discipline, up to and including termination of your relationship with Sitecore.

Approvals and waivers

If a situation arises that requires permission from management or another person before acting, you need to raise the issue promptly to allow enough time for the necessary review and approval. There may be rare instances where Sitecore might find it appropriate to waive a provision of the Code. To seek a waiver, speak with a manager, who will consider the request in consultation with others, such as Human Resources, Finance, or Legal. Waivers of the Code require the permission of the Chief Financial Officer or the Chief Legal Officer.

Directors and executive officers who seek a waiver should address the Board of Directors. We disclose such waivers for directors and executive officers to the extent and in the manner required by law or regulation.

Revisions

Sitecore is committed to regularly reviewing and updating its policies and procedures, including this Code. Sitecore may amend the Code from time to time as it deems necessary or appropriate. You may access the most current version of the Code on [the Core](#).

Version 5.0 (December 2020)



Related resources

Employees can find the corporate policies referenced in this Code on the Core, along with other global policies:

- [Records Retention and Disposal Policy](#)
- [Contract Approval and Signature Policy](#)
- [Travel and Expense Policy](#)
- [Sitecore Privacy Policy](#)
- [Employee Privacy Policy](#)
- [Recruitment Privacy Policy](#)
- [Cookie Policy](#)
- [Trademark Usage Guidelines](#)
- [Procurement Policy](#)
- [Information Security Policy](#)

Sitecore ethics and compliance resources

At Sitecore, we value your commitment to being an honest and ethical member of our team. Part of that commitment is to follow the guidelines in this Code as well as company policies and the law. If you are ever unsure about what to do, ask someone. We are all responsible for asking questions and reporting any suspected or actual violations of the Code or company policies.

Resources include:

- Your manager
- Your local Finance leader
- The Chief Legal Officer
- Any member of Legal or Human Resources

If you wish to remain anonymous, you can share your concern via the Reporting Hotline:

- Web: <https://hotline.sitecore.com>
- Phone:
If U.S.-based - (800) 461-9330
If outside the U.S., please visit <https://hotline.sitecore.com> or [The Core](#) and click on the International Phone Number list for a list of country-by-country local phone numbers
- Text (limited to U.S. Only): (415) 477-1442

Here is a guide of where to go, depending on your type of inquiry:

- For suspected violations of Human Resources policies or employment laws, contact Human Resources in your region or Legal.
- For suspected violations of the Code of Business Conduct, policies, or laws, speak to the Chief Legal Officer.
- For concerns or complaints regarding accounting or auditing matters, speak to the Chief Legal Officer or report them to the Chairman of the Board or the Chief Financial Officer

Nothing in the Code or any Sitecore policy is intended to restrict or prohibit you from reporting to, or responding to an inquiry from, a governmental agency or entity about a suspected violation of law, and you are not required to inform the company if you make such a report or response.

By signing below, I acknowledge that I have read, understand and agree to follow Sitecore's Code of Business Conduct.

DocuSigned by:

Tsvetan Ivanov


Tsvetan Ivanov 10 October 2022
BE483232970545B...

Name

Date



SITECORE®

The Sitecore Incentive Plan	План за стимулиране на Sitecore
April 2020	Април 2020 г.

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Overview	Преглед
<p>This Sitecore Incentive Plan (“SIP” or the “Plan”) describes the terms and conditions for participation in, funding, and payouts under this variable cash compensation (“Bonus”) program for eligible employees of Sitecore Holding II A/S and its wholly owned subsidiaries (“Sitecore” or “Company”). The SIP is an overall corporate Bonus plan, which is funded based upon the Company’s achievement of specific financial and non-financial goals.</p>	<p>Този План за стимулиране на Sitecore („SIP“ или „План“) описва общите условия за участие в, финансиране и плащания според тази програма за променливо парично възнаграждение („Премия“) за отговарящи на условията служители на Sitecore Holding II A/S и неговите притежавани изцяло дъщерни дружества („Sitecore“ или „Компания“). SIP е общ корпоративен План за премия, който се финансира въз основа на постигането на конкретни финансови и нефинансови цели на Компанията.</p>
<p>The setting of individual goals and metrics by which payout target percentages will be assessed (“Participant Goals”) will be determined by the eligible and invited Plan participant (“Participant”) and the Participant’s manager, while the final achievement of Participant goals will be at the sole discretion of the Participant’s manager (“Participant’s Payout Percentages”). The setting of Company targets, the application of metrics by which achievement will be assessed, and the funding level of the bonus pool will be in the sole discretion of the Company (“Company Targets”).</p>	<p>Задаването на индивидуални цели и показатели, чрез които ще се оценяват целевите проценти на плащане („Цели на участника“), ще се определя от допустимия и поканения участник в Плана („Участник“) и мениджъра на Участника, докато окончателното постигане на целите на Участника ще бъде по преценка на мениджъра на Участника („Проценти на плащане на участника“). Задаването на целите на Компанията, прилагането на показатели, чрез които ще се оценява постижението, и нивото на финансиране на премията ще бъде по преценка на Компанията („Цели на Компанията“).</p>

Except as otherwise provided herein, this Plan supersedes and replaces all prior or contemporaneous incentive plans previously known as "MBO" or "Management By Objective" plans, that may be in place between Participant and Company, or any terms and conditions by and between the Participant and Company relating to any incentive, bonus, or variable compensation payments henceforth earned and accrued.	Освен ако не е предвидено друго, настоящият План замества и заменя всички предишни или едновременни стимулиращи планове, известни преди това като планове „МБО“ или „Управление по цел“, които може да има между Участника и Компанията, или каквото и да е общи условия между Участника и Компанията, свързани с всякакви стимули, премии или промеливи парични възнаграждения, спечелени и начислени оттук нататък.
Plan Year	Планова година
The SIP period follows the Sitecore fiscal year, July 1 through June 30 ("Plan Year").	Периодът на SIP следва фискалната година на Sitecore от 1 юли до 30 юни („Планова година“).
Plan Eligibility	Съответствие с плана
Except as otherwise required by local law or as determined by Sitecore in its sole discretion, all regular, non-sales function Sitecore employees or equivalent are eligible to participate in the SIP. Participants will be notified of their eligibility in writing. Eligible Sitecore employees will be invited as Participants of the Plan, based on factors including but not limited to: division, function, employee type, time type, employee role, and others as determined by Sitecore in its sole discretion.	Освен ако не се изисква друго от местното законодателство или както е определено от Sitecore по негова преценка, всички редовни служители на Sitecore, които не участват в продажбите или на еквивалентни длъжности, отговарят на изискванията за участие в SIP. Участниците ще бъдат уведомени писмено дали отговарят на изискванията. Служителите на Sitecore, които отговарят на изискванията, ще бъдат поканени като Участници в Плана въз основа на фактори, включващи, но без да се

	ограничават до: отдел, длъжност, тип служител, тип работно време, функции на служителя и други, определени от Sitecore по негова преценка.
Earning Criteria	Критерии за спечелване
<p>Participants must meet all of the earning criteria for earning and receiving a payout amount under the terms of the Plan (“Payout Amount”). Subject to applicable law, in order to be eligible to earn and receive a Payout Amount, the Participant must have minimally:</p> <ul style="list-style-type: none"> i) successfully completed the probationary period of employment; ii) been an active, regular employee on the Sitecore payroll on the date on which Participants will receive their Payout Amount (“Payout Date”); and iii) satisfied any additional criteria as may be added and provided to Participant in writing at the beginning of each Plan Year. <p>Participants who resign from their employment with the Company or whose employment terminates for any other reason prior to the Payout Date are not eligible to earn and receive a Payout Amount. For clarity, if a Participant resigns, or his or her employment is terminated for any reason whatsoever, either voluntarily or involuntary, the Participant shall lose his/her eligibility to</p>	<p>Участниците трябва да отговарят на всички критерии за спечелване, за да спечелят и получат сума за плащане съгласно условията на Плана („Сума за плащане“). Съгласно приложимото законодателство, за да отговаря на изискванията за спечелване и получаване на Сума за плащане, Участникът трябва най-малко: i) да е завършил успешно изпитателния срок на работа; ii) да е активен, редовен служител по ведомост на Sitecore към датата, на която Участниците ще получат своята Сума за плащане („Дата на плащане“); и iii) да са изпълнени всички допълнителни критерии, които могат да бъдат добавени и предоставени писмено на участника в началото на всяка Планова година. Участниците, които напуснат работата си в Компанията или чийто трудови договори се прекратят по друга причина преди Датата на плащане, нямат право да спечелят и получат Сума за плащане. За по-голяма яснота, ако един Участник подаде оставка или трудовият</p>

<p>participate in the Plan effective as of the date the employment terminates (the “Termination Date”), unless otherwise notified in writing to the contrary by Company in Company’s sole discretion. Subject to applicable law, the Participant will not be entitled to earn any payments or entitlements under the Plan if the Participant’s Termination Date is before the date on which the Payout Amount is earned.</p>	<p>му/и договор е прекратен по някаква причина доброволно или преднамерено, Участникът губи правото си да участва в Плана, считано от датата на прекратяване на трудовия договор („Дата на прекратяване“), освен ако не е съобщено друго в писмена форма от Компанията по нейна преценка. В съответствие с приложимото законодателство, Участникът няма да има право на плащания или предоставяне на права според Плана, ако датата на прекратяване на трудовия договор на Участника е преди датата, на която е спечелена Сумата за плащане.</p>
<p>Where a Participant is hired or transferred into an eligible position during the Plan Year, any Payout Amount will be pro-rated based on the actual number of calendar days the Participant is an active employee in an eligible position during the Plan Year. Participants who transfer to a non-eligible position during the Plan Year, and Participants who are on an approved leave of absence during the Plan Year, will be eligible to earn a prorated Payout Amount if they so qualify as of the Payout Date. Any prorated Payout Amount provided under the Plan will be paid on the regular</p>	<p>Когато даден Участник е нает или прехвърлен на подходяща длъжност през Плановата година, всяка Сума за плащане ще бъде разпределена пропорционално въз основа на действителния брой календарни дни, в които Участникът е активен служител на отговаряща на условията длъжност през Плановата година. Участниците, които се прехвърлят на неотговаряща на изискванията длъжност през Плановата година, и Участниците, които са в одобрен отпуск през Плановата година, ще получат право да спечелят разпределена пропорционално Сума за плащане, ако</p>

payout date unless otherwise provided by Sitecore policy or applicable local law.	отговарят на изискванията към Датата на плащане. Всяка разпределена пропорционално Сума за плащане, предоставена съгласно Плана, ще бъде изплатена на редовната дата на плащане, освен ако не е предвидено друго в политиката на Sitecore или приложимото местно законодателство.
Bonus Target	Целева премия
In order to calculate the pool available to be awarded under the SIP, every Participant is assigned a target Bonus amount to receive from this Plan (“ Bonus Target ”), which ¹ will be communicated to Participant when available, and updated in writing to Participant from time to time, such as during times of promotion or salary increases and/or adjustments.	За да изчисли сумата, налична за предоставяне според SIP, на всеки Участник се предоставя сума за целева премия, която да получи от този План („ Целева премия “), която ² ще бъде съобщена на Участника, когато е налична, и периодично актуализирана писмено за Участника, например, при повишение в длъжност или увеличение и/или коригиране на заплатата.
While a Participant's Bonus Target and Payout Percentage may be factors in the determination of his/her final Payout Amount, the Bonus Target is used primarily to calculate	Въпреки, че Целевата премия и Процентът на плащане на Участника могат да бъдат фактори за определяне на неговата/нейната окончателна Сума за плащане, Целевата

¹ For an overtime eligible employee, “Annual Base Salary” means the base compensation an employee would have made assuming the employee worked 40 hours a week (or regularly scheduled hours if less than 40) for 52 weeks of the fiscal year calculated at the employee’s hourly rate. If the overtime eligible employee worked less than 52 weeks (excluding vacation or holiday pay) the annual base salary would be adjusted accordingly.

² За служител, отговарящ на изискванията за извънреден труд, „Годишна основна заплата“ означава базовото възнаграждение, което би имал служителят, приемайки, че служителят е работил 40 часа седмично (или редовно планирания брой часове, ако е по-малък от 40) за 52 седмици от фискалната година, изчислени по часовата ставка на служителя. Ако служителят, който отговаря на условията за извънреден труд, е работил по-малко от 52 седмици (без заплащане на отпуска или почивка), годишната основна заплата ще бъде коригирана съобразно това.

<p>the available base SIP funding pool (after application of the then applicable metrics as noticed to Participants in writing), and is not a commitment to pay a Participant any specific amount. An eligible Participant may receive a Payout Amount that is larger or smaller than his/her Bonus Target, or may receive no Payout Amount whatsoever.</p>	<p>премия се използва предимно за изчисляване на наличната основна сума за финансиране на SIP (след прилагане на приложимите към съответния момент показатели, както писмено е съобщено на Участниците) и не е задължение за плащане на конкретна сума на Участника. Отговарящ на изискванията Участник може да получи Сума за плащане, която е по-голяма или по-малка от неговата/нейната Целева премия, или може да не получи никаква Сума за плащане.</p>
<p>Plan Funding</p> <p>The base SIP funding pool is determined by Sitecore in its sole discretion, and may be based upon the Company's achievement of Company Targets, which are specific financial and non-financial goals set by the Company. Achievement of the Company Targets is then applied to the aggregate of Bonus Targets of all the Participants to determine an initial base funding amount for the Plan.</p>	<p>Финансиране на План</p> <p>Основната сума за финансиране на SIP се определя от Sitecore по негова преценка и може да се основава на постигането на целите на Компанията, които са специфични финансови и нефинансови цели, определени от нея. Постигането на целите на Компанията след това се прилага към съвкупността от Целевите премии на всички Участници за определяне на първоначалната основна сума за финансиране за Плана.</p>
<p>At or near the beginning of the Plan Year, an SIP funding criteria reflecting base funding amount achievement scenarios will be set by the Company at its sole discretion, for the</p>	<p>В началото или малко преди започването на Плановата година, критериите за финансиране на SIP, отразяващи сценариите за постигане на основно финансиране, ще</p>

Plan Year. Base funding will be determined based on the Company's performance to the Company Targets set for the Plan Year.	бъдат определени от Компанията по нейна преценка за Плановата година. Основното финансиране ще се определя въз основа на изпълнението на Целите на Компанията, определени за Плановата година.
In most cases, the SIP funding criteria may be viewed via the HR section of the Company's intranet when it becomes available. The criteria may be changed at any time, without or without notice to Participants, during the Plan Year at the Company's sole discretion.	В повечето случаи критериите за финансиране на SIP могат да бъдат преглеждани чрез раздела за ЧР на Инtranет на Компанията, когато станат налични. Критериите могат да бъдат променяни по всяко време със или без предизвестие на Участниците по време на Плановата година по преценка на Компанията.
Individual Bonus Targets and Payout Amounts	Индивидуални Целеви премии и Суми за плащане
An individual Participant's Payout Percentage is determined in management's sole discretion, and the resulting Payout Amount may be more or less than the Participant's Bonus Target. Payout Amounts are determined based on a number of factors provided to Participants by written notice, including the eligible Participant's achievement of Participant Goals thereof, Bonus Target, Participant's Payout	Индивидуалният процент на плащане на всеки Участник се определя по преценка на ръководството и получената Сума за плащане може да бъде по-голяма или по-малка от Целевата премия на Участника. Сумите за плащане се определят въз основа на редица фактори, предоставени на Участниците с писмено известие, включително постигането на целите на Участника от страна на отговарящия на изискванията Участник, Целевата премия,

Percentage, and the amount of the SIP funding pool.	Процента на плащане на Участника и сумата на основното финансиране на SIP.
Individual Participant's Payout Percentages are recommended by the appropriate manager and reviewed/adjusted/approved by the appropriate Senior Leadership Team member. Those recommendations are then forwarded to the Chief People Officer and the CEO for review/adjustment and final approval.	Индивидуалните проценти за плащане на отделните Участници се препоръчват от съответния мениджър и се преглеждат/коригират/одобряват от съответния член на Висшия ръководен екип. След това тези препоръки се изпращат на Главния директор по човешки ресурси и на Главния изпълнителен директор за преглед/коригиране и окончателно одобрение.
Schedule of Tentative Payout Dates	График на предвидените дати за плащане
Participants will be notified of the schedule of tentative Payout Dates in writing at the beginning of each Plan Year. All Payout Dates are tentative until finalized on the day the Payout Amounts are distributed to Participants, and may be subject to local practice or business norms appropriate for the jurisdiction in which Participant will receive his/her Payout Amount:	Участниците ще бъдат уведомявани писмено за графика на предвидените дати за плащане в началото на всяка Планова година. Всички Дати за плащане са ориентировъчни до финализирането им в деня, в който Сумите за плащане се разпределят на Участниците, и могат да са обект на местната практика или бизнес норми на юрисдикцията, в която Участникът ще получи своята Сума за плащане:

Sitecore Incentive Plan Year:	Година на Плана за стимулиране на Sitecore:
Annual Base Salary:	Годишна основна заплата:
Bonus Target:	Целева премия:
Total Estimated On Target Earnings:	Обща прогнозна стойност за целеви приходи:
Payout Amount:	Сума за плащане:
Tentative Payout Dates:	Предвидени дати за плащане:

Interpretation	Тълкуване
<p>Questions about the Plan may be raised with the Participant's manager or HR Business Partner. In the case of any dispute or question, the Chief People Officer will interpret the provisions of this Plan and rule on situations not specifically covered in the Plan. The Chief People Officer must review and approve in writing any exceptions to this Plan. This Plan's interpretation shall be governed by the law in the applicable jurisdiction in which the employee is employed. Disputes about the operation of the Plan are (subject to applicable law) excluded from any other policy or mechanism related to employee grievances and must be determined in accordance with the rules of the Plan.</p>	<p>Въпроси относно Плана могат да бъдат задавани на мениджъра на Участника или на Бизнес партньор по ЧР. В случай на спор или въпрос, Главният директор по човешки ресурси ще тълкува разпоредбите на този План и ще се произнася по ситуации, които не са обхванати конкретно в Плана.</p> <p>Главният директор по човешки ресурси трябва да прегледа и одобри писмено всички изключения от този План.</p> <p>Тълкуването на този План се ureжда от законодателството в приложимата юрисдикция, в която служителят е нает на работа. Споровете за функционирането на Плана са (предмет на приложимото законодателство) изключени от всяка друга политика или механизъм, свързани с оплакванията на служителя, и трябва да бъдат определени в съответствие с правилата на Плана.</p>
<p>Plan Changes/Employment Status</p> <p>Sitecore reserves the right to revise, alter, amend, replace, or terminate the Plan at any time before, during, or after the Plan Year for any reason to the fullest extent allowed by applicable law. The Plan does not constitute a contract of employment, and does not alter</p>	<p>Промени в плана/статут на заетост</p> <p>Sitecore си запазва правото да преглежда, променя, изменя, заменя или преустановява Плана по всяко време преди, по време на или след Плановата година по каквато и да е причина, доколкото това е разрешено от приложимото законодателство. Планът не представлява трудов договор и не променя</p>

the status or any other terms of any Participant's employment with Sitecore.	статута или други условия на трудовото споразумение на Участника със Sitecore.
Updates or amendments may be made to the SIP, including but not limited to the terms hereinunder itemized, and Participants will be notified of such updates or amendments in writing as these updates and amendments become available. SIP terms and conditions will carry over into the following fiscal year if no written notice of updates or amendments are issued. No goals, metrics or payout percentages set out in the Plan bind the Company in relation to any future Sitecore fiscal year except where the SIP is carried over into that fiscal year.	В SIP могат да бъдат направени актуализации или изменения, включително, но без да се ограничават до изброените по-долу условия, и Участниците ще бъдат уведомени писмено за такива актуализации или изменения, след като те станат налични. Общите условия на SIP ще бъдат прехвърлени в следващата фискална година, ако не бъдат издадени писмени известия за актуализации или изменения. Никакви цели, показатели или проценти на плащане, посочени в Плана, не обвързват Компанията във връзка с бъдеща фискална година на Sitecore, с изключение на случаите, когато SIP се прехвърля в тази фискална година.

DocuSigned by:

Tsvetan Ivanov



Tsvetan Ivanov
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TA Ops taops@Sitecore.com Security Level: Email, Account Authentication (None)	COPIED	Sent: Oct 10, 2022 01:30
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Tsvetan Ivanov tsvetan_k_ivanova@yahoo.com Security Level: Email, Account Authentication (None)	COPIED	Sent: Oct 10, 2022 01:30
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	Oct 9, 2022 11:57
Signing Complete	Security Checked	Oct 10, 2022 01:30
Completed	Security Checked	Oct 10, 2022 01:30
Payment Events	Status	Timestamps