



www.tibco.com

Global Headquarters
3307 Hillview Avenue
Palo Alto, CA 94304
Tel: +1 650-846-1000
Toll Free: 1 800-420-8450
Fax: +1 650-846-1005

© 2020, TIBCO Software Inc. All rights reserved. TIBCO, the TIBCO logo and TIBCO Software are trademarks or registered trademarks of TIBCO Software Inc. in the United States and/or other countries. All other product and company names and marks mentioned in this document are the property of their respective owners and are mentioned for identification.

Code of Business Conduct and Ethics

2020

Rev 7.1 - 20200618

Table of Contents

Purpose	3
1. Introduction – Compliance Is Everyone’s Business	4
Stop And Think.....	4
2. Your Responsibilities To The Company	5
a. General Standards of Conduct	5
b. Applicable Laws	5
c. Conflicts of Interest.....	5
d. Corporate Opportunities	7
e. Protecting the Company’s Confidential Information	7
f. Use of Company’s Assets	8
g. Maintaining and Managing Records	10
h. Records on Legal Hold	10
i. Payment Practices.....	11
j. U.S. Foreign Corrupt Practices Act and UK Bribery Act.....	12
k. Export Controls.....	12
l. Signature Authority	13
3. Responsibilities To Our Customers And Suppliers	13
a. Customer Relationships	13
b. Payments or Gifts.....	13
c. Publications of Others	13
d. Handling the Confidential Information of Others	14
e. Selecting Suppliers.....	16
f. Government Relations.....	16
g. Lobbying	16
h. Government Contracts	17
i. Free and Fair Competition	17
j. Industrial Espionage	17
4. Waivers.....	18
5. Disciplinary Actions.....	18

Purpose

This Code of Business Conduct and Ethics helps ensure compliance with legal requirements and our standards of business conduct. All employees, agents, and contractors of TIBCO Software Inc., its subsidiaries and affiliates (collectively, “TIBCO” or the “Company”) are expected to read and understand this Code of Business Conduct and Ethics, uphold these standards in day-to-day work activities, comply with all applicable policies and procedures, and ensure that all agents and contractors are aware of, understand and adhere to these standards.

Because the principles described in this Code of Business Conduct and Ethics are general in nature, you should also review all applicable Company policies and procedures for more specific instruction and contact the Human Resources Department or Legal Department if you have any questions.

Nothing in this Code of Business Conduct and Ethics, or in any referenced TIBCO policies and procedures, creates or implies an employment contract or term of employment.

We are committed to continuously reviewing and updating our policies and procedures. Therefore, this Code of Business Conduct and Ethics is subject to modification. This Code of Business Conduct and Ethics supersedes all other such codes, policies, procedures, instructions, practices, rules or written or verbal representations to the extent they are inconsistent.

1. Introduction – Compliance Is Everyone’s Business

Ethical business conduct is critical to our business. As an employee, your responsibility is to respect and adhere to these practices. Many of these practices reflect legal or regulatory requirements. Violations of these laws and regulations can create significant liability for you, the Company, its directors, officers and other employees.

Part of your job and ethical responsibility is to help enforce this Code of Business Conduct and Ethics. You should be alert to and report possible violations in accordance with our Whistleblower Policy which permits any report to be made anonymously, at your option, through one of the following ways:

- By contacting your supervisor;
- By contacting our Senior Vice President, Global Human Resources, our General Counsel, our Vice President, Legal Affairs, or our Litigation and Employment Counsel (or any person then holding an equivalent role regardless of title); or
- By calling the EthicsPoint Hotline at 1-866-384-4277 or on-line at www.ethicspoint.com, which will process your report and forward it to appropriate TIBCO personnel for investigation.

You must cooperate in any internal or external investigations of possible violations.

TIBCO strictly prohibits reprisal, threats, retribution or retaliation against any person who has in good faith reported a violation or a suspected violation of law, this Code of Business Conduct and Ethics or other Company policies, or against any person who is assisting in any investigation or process with respect to such a violation. A more detailed set of guidelines with respect to reporting violations can be viewed in the [TIBCO Whistleblower Policy](#) available on the Legal page accessible through TIBCO Connect. You are expected to review, understand and follow such policies and procedures.

Violations of law, this Code of Business Conduct and Ethics, or other Company policies or procedures may lead to disciplinary action, up to and including termination.

Stop and Think

In thinking about whether any given action is appropriate, try applying the following test. Imagine that the words you are using or the action you are taking is going to be fully disclosed in the media with all the details, including your photo. The news regularly features such incidents where people behaving badly are captured on camera and the video then goes viral for the whole world to see. If a reasonable person could be uncomfortable with the idea of their conduct being made public, perhaps you should think again about the words or actions you are contemplating before engaging in them. In all cases, if you are unsure about the appropriateness of an event or action, please seek assistance in interpreting the requirements of these standards by contacting the Legal Department.

2. Your Responsibilities To The Company

a. General Standards of Conduct

The Company requires all employees, agents and contractors to exercise good judgment to ensure the safety and welfare of all, to be honest in all dealings and communications with the Company or on its behalf, and to maintain a cooperative, efficient, positive, harmonious and productive work environment and business organization. TIBCO strictly prohibits conduct that discriminates against or harasses a job applicant, employee, contractor, vendor or partner, because of the person's race, color, religion, citizenship, national origin, ancestry, sex or gender, age, political activity or affiliation, physical or mental disability, medical condition, genetic characteristics, sexual orientation, gender identity, expression or reassignment, veteran status, marital status, taking or requesting to take a statutorily protected leave, or any other basis protected by law. TIBCO also strictly prohibits retaliation against a person for reporting any incidents of harassment or perceived harassment, or for participating in any investigation or incidents of harassment or perceived harassment. TIBCO will provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee.

These standards apply while working on our premises, at offsite locations where our business is being conducted, at Company-sponsored business and social events, or at any other place where you are a representative of the Company. Employees, agents or contractors who engage in misconduct or whose performance is unsatisfactory may be subject to corrective action, up to and including termination.

b. Applicable Laws

All Company employees, agents and contractors must comply with all applicable laws, regulations, rules and regulatory orders. These include: laws, regulations, rules and regulatory orders of the United States, including the Foreign Corrupt Practices Act and the U.S. Export Control Act; the United Kingdom's Bribery Act of 2010; applicable data privacy laws, such as the EU General Data Protection Regulation; and all other applicable local laws. Because of the global nature of our business, the aforementioned United States and United Kingdom anti-corruption laws are deemed to apply to each Company employee, agent and contractor regardless of where in the world he or she may be based or working. Each employee, agent and contractor must acquire appropriate knowledge of the requirements relating to his or her duties sufficient to enable him or her to recognize potential legal dangers and to know when to seek advice from the Legal Department on specific Company policies and procedures. Violations of laws, regulations, rules and orders may subject the employee, agent or contractor to individual criminal or civil liability, as well as to discipline by the Company. Such individual violations may also subject the Company to the loss of business or civil and/or criminal liability.

c. Conflicts of Interest

Each of us has a responsibility to the Company and each other. Although this duty does not prevent us from engaging in personal transactions and investments, it does demand that we avoid situations where a conflict of interest might occur or appear to occur. The Company is subject to scrutiny from many different individuals and organizations. We should always strive to avoid even the appearance of impropriety.

Disclosures of the potentially conflicting situations described below should be made by completing and submitting the [Outside Activities Disclosure Form](#) found on the Legal page accessible through TIBCO Connect. This form is used to report and request permission to engage in outside employment, business interests, directorships, other possibly conflicting activities, and related party transactions.

A conflict of interest exists where the interests or benefits of one person or entity conflict with the interests or benefits of the Company. Examples include:

(i) Employment/Outside Employment. In consideration of your employment with the Company, you are expected to devote your full attention to the business interests of the Company. You are prohibited from engaging in any activity that interferes with your performance or responsibilities to the Company or is otherwise in conflict with or prejudicial to the Company. Our policies prohibit any employee from accepting simultaneous employment with a Company supplier, customer, developer or competitor, or from taking part in any activity that enhances or supports a competitor's position. Additionally, you must disclose to the Company any interest that you have that may conflict with the business of the Company. If you have any questions on this requirement, you should contact your supervisor or the Human Resources Department.

(ii) Outside Directorships. It is a conflict of interest to serve as a director of any company that competes with the Company. Although you may serve as a director of a Company supplier, customer, developer or other business partner, our policy requires that such position not conflict or otherwise interfere with your duties to TIBCO and that you first obtain written approval from the General Counsel before accepting a directorship. Any compensation you receive should be commensurate with your responsibilities in your capacity as a director. Such approval may be conditioned upon the completion of specified actions.

(iii) Business Interests. If you are considering investing in a Company customer, supplier, developer or competitor, you must first take great care to ensure that these investments do not compromise your responsibilities to the Company. Many factors should be considered in determining whether a conflict exists, including the size and nature of the investment; your ability to influence the Company's decisions; your access to confidential information of the Company or of the other company; and the nature of the relationship between the Company and the other company. You should generally try to avoid even the appearance of impropriety or conflict.

(iv) Related Parties. As a general rule, you should avoid conducting Company business with a relative or significant other, or with a business in which you, a relative or significant other is associated in any significant role. Relatives include spouse, sister, brother, daughter, son, mother, father, grandparents, step relationships, and in-laws. Significant others include any person sharing the household with you (other than a tenant or employee).

If such a related party transaction is unavoidable or otherwise strategically important to the Company, you must fully disclose the nature of the related party transaction to the General Counsel prior to entering into the transaction. The General Counsel will determine whether the transaction is permissible.

The Company discourages the employment of relatives and significant others in positions or assignments within the same department and prohibits the employment of such individuals in

positions that have a financial dependence or influence (e.g., an auditing or control relationship, or a supervisor/subordinate relationship). The purpose of this policy is to prevent the organizational impairment and conflicts that are a likely outcome of the employment of relatives or significant others, especially in a supervisor/subordinate relationship. If a question arises about whether a relationship is covered by this policy, the Human Resources Department, in consultation with the General Counsel, is responsible for determining whether an applicant's or transferee's acknowledged relationship is covered by this policy. The Human Resources Department shall advise all affected applicants and transferees of this policy. Willful withholding of information regarding a prohibited relationship/reporting arrangement may be subject to corrective action, up to and including termination. If a prohibited relationship exists or develops between two employees, the employee in the senior position must bring this to the attention of his/her supervisor. The Company retains the prerogative to separate the individuals at the earliest possible time, either by reassignment or by termination, if necessary.

(v) Other Situations. Because other conflicts of interest may arise, it would be impractical to attempt to list all possible situations. If a proposed transaction or situation raises any questions or doubts in your mind, you should consult the Legal Department.

d. Corporate Opportunities

Employees, officers and directors may not exploit for their own personal gain opportunities that are discovered through the use of corporate property, information or position unless the opportunity is disclosed fully in writing to the Company's Board of Directors, and the Board of Directors declines to pursue such opportunity.

e. Protecting the Company's Confidential Information

TIBCO's confidential information is a valuable asset, and includes (but is not limited to): product architectures; source code; product plans and road maps; names and lists of customers, dealers, and employees; and financial information. This information is the property of the Company and may be protected by patent, trademark, copyright and trade secret laws. All confidential information must be used for Company business purposes only. Every employee, agent and contractor must safeguard it. **THIS RESPONSIBILITY INCLUDES NOT DISCLOSING THE COMPANY CONFIDENTIAL INFORMATION, SUCH AS SOURCE CODE OR INFORMATION REGARDING THE COMPANY'S PRODUCTS OR BUSINESS, OVER THE INTERNET, INCLUDING THROUGH SOCIAL MEDIA.** This responsibility also includes the safeguarding, securing and proper disposal of confidential information in accordance with the Company's [Data Management Policy](#). This obligation extends to confidential information of third parties that the Company has rightfully received under Non-Disclosure Agreements, Data Processing Agreements, or similar data transfer frameworks. See the Company's policy dealing with Handling Confidential Information of Others set forth in Section 4.d. of this Code of Business Conduct and Ethics.

Where an improper disclosure or loss of confidential information is suspected, the procedures set forth in TIBCO's Data Incident Reporting Policy must be followed. All employees are required to be aware of their obligations under the [Data Incident Reporting Policy](#), which is posted on the Legal page accessible through TIBCO Connect.

(i) Non-Disclosure/Assignment Agreement. When you joined the Company, you signed an agreement to protect and hold confidential the Company's proprietary information. This

agreement remains in effect for as long as you work for the Company and after you leave the Company. Under this agreement, you may not disclose the Company's confidential information to anyone or use it to benefit anyone other than the Company without the prior written consent of an authorized Company officer.

(ii) Disclosure of Company Confidential Information. To further the Company's business, from time to time, our confidential information may be disclosed to potential business partners. However, such disclosure should never be done without carefully considering its potential benefits and risks. If you determine in consultation with your manager and other appropriate Company management that disclosure of confidential information is necessary, you must then contact the Legal Department to ensure that an appropriate written non-disclosure agreement is signed prior to the disclosure. The Company has standard non-disclosure agreements suitable for most disclosures. You must not sign any non-disclosure agreement or accept changes to the Company's standard non-disclosure agreements without review and approval by the Legal Department. Furthermore, any employee publication or publicly made statement that might be perceived or construed as attributable to the Company, made outside the scope of his or her employment with the Company, must be reviewed and approved in writing in advance by the Legal Department and must include the Company's standard disclaimer that the publication or statement represents the views of the specific author and not of the Company. This includes, but is not limited to, comments posted about the Company on social media websites. For more information on postings to social media websites, please see the Company's [Social Media Policy](#) on the Legal page accessible through TIBCO Connect. No financial information may be disclosed without the prior approval of the Chief Financial Officer.

(iii) Requests by Regulatory Authorities. The Company and its employees, agents and contractors must cooperate with appropriate government inquiries and investigations. In this context, however, it is important to protect the legal rights of the Company with respect to its confidential information. All government requests for information, documents or investigative interviews must be referred to the Legal Department for consideration and response.

(iv) Company Spokespeople. The Company has established policies regarding who may officially communicate on behalf of the Company. All inquiries or calls from financial analysts should be referred to the Chief Financial Officer. The Company has designated its Chief Executive Officer, Chief Administrative Officer, Chief Financial Officer, and Chief Marketing Officer as the official Company spokespersons for financial matters. The Company has designated its Chief Operating Officer, President, and Chief Marketing Officer as the official Company spokespersons for the press, marketing, technical and other such information. These designees are the only people who may communicate with the press on behalf of the Company. Therefore, if you receive a call from any journalist or analyst, even a simple request to confirm information you think everyone knows, refer the call to an authorized spokesperson. Only the CEO, CAO or CFO may authorize another employee to speak to an analyst. This paragraph is meant to apply to any person then holding an equivalent role to any of the above, regardless of title.

f. Use of Company's Assets

(i) General. Protecting the Company's assets is a key fiduciary responsibility of every employee, agent and contractor. Care should be taken to ensure that assets are not misappropriated, loaned to others, or sold or donated, without appropriate authorization. All Company employees, agents and contractors are responsible for the proper use of Company

assets, and must safeguard such assets against loss, damage, misuse or theft. Employees, agents or contractors who violate any aspect of this policy or who demonstrate poor judgment in the manner in which they use any Company asset may be subject to disciplinary action, up to and including termination of employment or business relationship at the Company's sole discretion. Company equipment and assets are to be used for Company business purposes only. Employees, agents and contractors may not use Company assets for personal use, nor may they allow any other person to use Company assets. Employees who have any questions regarding this policy should bring them to the attention of the Human Resources Department.

(ii) Physical Access Control. The Company has and will continue to develop procedures covering physical access control to ensure privacy of communications, maintenance of the security of the Company communication equipment, and safeguarding Company assets from theft, misuse and destruction. You are personally responsible for complying with the level of access control that has been implemented in the facility where you work on a permanent or temporary basis. You must not defeat or cause to be defeated the purpose for which the access control was implemented.

(iii) Company Funds. Every Company employee is personally responsible for all Company funds over which he or she exercises control. Company agents and contractors should not be allowed to exercise control over Company funds. Company funds must be used only for Company business purposes. Every Company employee, agent and contractor must take reasonable steps to ensure that the Company receives good value for Company funds spent, and must maintain accurate and timely records of each and every expenditure. Expense reports must be accurate and submitted in a timely manner. Company employees, agents and contractors must not use Company funds for any personal purpose.

(iv) Computers and Other Equipment. The Company strives to furnish employees with the equipment necessary to efficiently and effectively do their jobs. You must care for that equipment and use it responsibly only for Company business purposes. If you use Company equipment at your home or off site, take precautions to protect it from theft or damage, just as if it were your own. If the Company no longer employs you, you must immediately return all Company equipment and Company property. Where computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote the Company's interests, all such computers and electronic devices, whether used entirely or partially on the Company's premises or with the aid of the Company's equipment or resources, must remain fully accessible to the Company and, to the maximum extent permitted by law, will remain the sole and exclusive property of the Company.

Employees, agents and contractors should not maintain any expectation of privacy with respect to information transmitted over, received by, or stored in any electronic communication device owned, leased, or operated in whole or in part by or on behalf of the Company. To the extent permitted by applicable law, the Company retains the right to gain access to any information received by, transmitted by, or stored in any such electronic communication device, by and through its employees, agents, contractors, or representatives, at any time, either with or without an employee's or third party's knowledge, consent or approval.

(v) Software and Applications. All software, including hosted or cloud services, and applications used by employees to conduct Company business must be appropriately licensed. Never make or use illegal or unauthorized copies of any software or application,

whether in the office, at home, or on the road, since doing so may constitute copyright infringement and may expose you and the Company to potential civil and criminal liability. In addition, use of illegal or unauthorized copies of software, services or applications may subject the employee to disciplinary action, up to and including termination. **It is especially important that customer data, especially customer confidential data, is never processed utilizing unapproved software, services or applications, as doing so can violate data protection laws and contractual obligations.** The Company's Information Technology Department ("IT Department") is authorized to inspect Company computers periodically to verify that only approved and licensed software has been installed. Any non-licensed/supported software will be removed and may subject the user to disciplinary proceedings.

(vi) Electronic Usage. Employees must at all times utilize electronic communication devices in a legal, ethical, and appropriate manner. This policy addresses the Company's responsibilities and concerns regarding the fair and proper use of all electronic communication devices within the organization, including computers, e-mail, connections to the Internet, intranet and extranet and any other public or private networks, voice mail, video conferencing, facsimiles, and telephones. Posting or discussing information concerning the Company's products, employees, or business on the Internet without the prior written consent of the Chief Financial Officer is prohibited. Any other form of electronic communication used by employees currently or in the future is also intended to be encompassed under this policy. It is not possible to identify every standard and rule applicable to the use of electronic communication devices. Employees are therefore encouraged to use sound judgment whenever using any feature of our communications systems. The policies addressing electronic usage of the Company's assets can be found on the Legal page accessible through TIBCO Connect. You are expected to review, understand and follow all such policies and procedures.

g. Maintaining and Managing Records

The Company maintains a Data Management Policy to set forth and convey the Company's business and legal requirements in managing records, including all recorded information regardless of medium or characteristics. Records include paper documents, CDs, DVDs, computer hard disks, e-mail, floppy disks, microfiche, microfilm or all other media. The Company is required by local, state, federal, foreign and other applicable laws, rules and regulations to retain certain records and to follow specific guidelines in managing its records. The Company expressly prohibits falsifying or creating fraudulent or misleading records, or encouraging or directing others to do so. Civil and criminal penalties for failure to comply with government regulatory recordkeeping requirements can be severe for employees, agents, contractors and the Company, and failure to comply with such regulations or with Company rules may subject the employee, agent or contractor to disciplinary action, up to and including termination of employment or business relationship at the Company's sole discretion. The [Data Management Policy](#) is posted on the Legal page accessible through TIBCO Connect. You are expected to review, understand and follow the Data Management Policy.

h. Records on Legal Hold

A legal hold suspends all document destruction procedures in order to preserve appropriate records under special circumstances, such as litigation or government investigations. The Legal Department determines and identifies what types of Company records or documents and custodians are required to be placed under a legal hold. Every Company employee,

agent and contractor must comply with this policy. Failure to comply with this policy may subject the employee, agent or contractor to disciplinary action, up to and including termination of employment or business relationship at the Company's sole discretion.

The Legal Department will notify you if a legal hold is placed on records for which you are responsible. You then must preserve and protect the necessary records in accordance with instructions from the Legal Department. **RECORDS OR SUPPORTING DOCUMENTS THAT HAVE BEEN PLACED UNDER A LEGAL HOLD MUST NOT BE DESTROYED, ALTERED OR MODIFIED UNDER ANY CIRCUMSTANCES.** A legal hold remains effective until it is officially released in writing by the Legal Department. If you are unsure whether a document has been placed under a legal hold, you should preserve and protect that document while you check with the Legal Department.

You can check your legal hold status [here](#) or from the Legal page quick link accessible through TIBCO Connect. If you have any questions about this policy, you should contact the Legal Department.

i. Payment Practices

(i) Accounting Practices. The Company's corporate governance, applicable laws, regulations and compliance with generally accepted industry corporate accounting practices require that all transactions be fully and accurately recorded in the Company's books and records. False or misleading entries, unrecorded funds or assets, or payments without appropriate supporting documentation and approval are strictly prohibited and violate Company policy and the law. Additionally, all documentation supporting a transaction should fully and accurately describe the nature of the transaction and be processed in a timely fashion.

(ii) Political Contributions. The Company reserves the right to communicate its position on important issues to elected representatives and other government officials. It is the Company's policy to comply fully with all local, state, federal, foreign and other applicable laws, rules and regulations regarding political contributions. The Company's funds or assets must not be used for, or be contributed to, political campaigns or political practices under any circumstances without the prior written approval of the General Counsel and, if required, the Board of Directors.

(iii) Prohibition of Inducements. Under no circumstances may employees, agents or contractors offer to pay or give, make payment, promise to pay or give, or issue authorization to pay any money, gift, or anything of value to customers, vendors, consultants, etc. that could be perceived as intended, directly or indirectly, to improperly influence any business decision, any act or failure to act, any commitment of fraud, or opportunity for the commission of any fraud. Inexpensive gifts, infrequent business meals, celebratory events and entertainment, provided that they are not excessive or create an appearance of impropriety, do not violate this policy. Questions regarding whether a particular payment or gift violates this policy should be directed to the Human Resources Department or the Legal Department.

j. U.S. Foreign Corrupt Practices Act and UK Bribery Act

The Company requires full compliance with the United States' Foreign Corrupt Practices Act ("FCPA") and the United Kingdom's Bribery Act of 2010 ("UK Act") by all of its employees, agents, and contractors worldwide.

The anti-bribery and corrupt payment provisions of both the FCPA and the UK Act make illegal any corrupt offer, payment, promise to pay, or authorization to pay any money, gift, or anything of value to any foreign official, or any foreign political party, candidate or official, for the purpose of: influencing any act or failure to act, in the official capacity of that foreign official or party; or inducing the foreign official or party to use influence to affect a decision of a foreign government or agency, in order to obtain or retain business for anyone, or direct business to anyone. The UK Act, however, extends these prohibitions to commercial relationships that do not involve a government official and makes illegal not only the offering, promising or giving of a bribe, but also the requesting, agreeing to receipt, or acceptance, of anything of value as an improper condition of doing business. For purposes of example only, the UK Act would prohibit both the representatives of a vendor and of a customer from offering or soliciting a gift, or the promise of a gift, as a condition of transacting business.

All Company employees, agents and contractors whether located in the United States or abroad, are responsible for FCPA and UK Act compliance and the procedures to ensure compliance with both Acts. All managers and supervisory personnel are expected to monitor continued compliance with the FCPA and the UK Act to ensure compliance with the highest moral, ethical and professional standards of the Company. Additional information regarding the FCPA and the UK Act and your duties thereunder can be found in the [TIBCO Worldwide Anti-bribery Policy](#), which is posted on the Legal page accessible through TIBCO Connect.

Laws in most countries outside of the United States also prohibit or restrict government officials or employees of government agencies from receiving payments, entertainment, or gifts for the purpose of winning or keeping business. No contract or agreement may be made with any business in which a government official or employee holds a significant interest, without the prior written approval of the General Counsel.

k. Export Controls

A number of countries maintain controls on the destinations to which products and services (including software and hosted software services) may be exported. Some of the strictest export controls are maintained by the United States against countries that the U.S. government considers unfriendly or as supporting international terrorism. The U.S. regulations are complex and apply both to exports from the U.S. and to exports of products from other countries, when those products contain components or technology of U.S. origin. Software exported from or created in the U.S. is subject to these regulations even if duplicated and packaged abroad. In some circumstances, an oral presentation containing technical data made to foreign nationals in the U.S. may constitute a controlled export. The Legal Department can provide you with guidance on which countries are prohibited destinations for Company products or whether a proposed technical presentation to foreign nationals may require a U.S. Government license. Additional information regarding export compliance can be found in the [TIBCO Export Compliance Policy](#), which is posted on the Legal page accessible through TIBCO Connect.

1. Signature Authority

It is against Company policy to sign any contract without having been granted the appropriate authority. Generally, only certain senior corporate executives have been granted signature authority; any delegations of signature authority from these senior executives must be in writing and must specifically identify the person(s) to whom signature authority is being delegated and the scope of the delegation. Signing Company documents without authority, including, but not limited to, wrongfully signing the name of an authorized signatory to a document, is a violation of Company policy that is punishable by termination and may result in the Company referring the matter to law enforcement authorities for criminal prosecution. When in doubt regarding signature authority, you are required to contact the Legal Department for guidance before signing.

3. Responsibilities To Our Customers And Suppliers

a. Customer Relationships

If your job puts you in contact with any Company customers or potential customers, it is critical for you to remember that you represent the Company to the people with whom you are dealing. Act in a manner that creates value for our customers and helps to build a relationship based upon trust. The Company and its employees have provided products and services for many years and have built up significant goodwill over that time. This goodwill is one of our most important assets, and the Company employees, agents and contractors must act to preserve and enhance our reputation.

b. Payments or Gifts

Under no circumstances may employees, agents or contractors give or accept any offer, payment, promise to pay, or authorization to pay any money, gift, or anything of value to or from customers, vendors, consultants, etc. that is perceived as intended, directly or indirectly, to influence any business decision, any act or failure to act, any commitment of fraud, or opportunity for the commission of any fraud. Inexpensive gifts, infrequent business meals, celebratory events and entertainment, provided that they are not excessive or create an appearance of impropriety, do not violate this policy. Questions regarding whether a particular payment or gift violates this policy are to be directed to the Human Resources Department or the Legal Department.

Gifts given by the Company to suppliers or customers or received from suppliers or customers should always be appropriate to the circumstances and should never be of a kind that could create an appearance of impropriety. The nature and cost must always be accurately recorded in the Company's books and records.

c. Publications of Others

The Company subscribes to many publications that help employees do their jobs better. These include newsletters, reference works, online reference services, magazines, books, and other digital and printed works. Copyright law generally protects these works, and their unauthorized copying and distribution constitutes copyright infringement. You must first obtain the consent of the publisher of a publication before copying publications or significant parts of

them. When in doubt about whether you may copy a publication, consult the Legal Department.

d. Handling the Confidential Information of Others

The Company has many kinds of business relationships with many companies and individuals. Sometimes, they will volunteer confidential information about their products or business plans to induce the Company to enter into a business relationship. At other times, we may request that a third party provide confidential information to permit the Company to evaluate a potential business relationship with that party. In other circumstances, a company may provide us with confidential, personally identifiable information, such as health or financial records, about individuals that are customers of that company so that we may provide that company with services that utilize those records. Whatever the situation, we must take special care to handle the confidential information of others responsibly. We handle such confidential information in accordance with our agreements with such third parties and with all applicable laws.

(i) Appropriate Non-Disclosure And Data Agreements. Confidential information may take many forms. An oral presentation about a company's product development plans may contain protected trade secrets. A customer list or employee list may be a protected trade secret or regulated personal information. A demo of an alpha version of a company's new software may contain information protected by trade secret and copyright laws. An electronic health or financial account record may contain personally identifiable information that is protected by laws such as Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), or the EU General Data Protection Regulation ("GDPR"); typically, such data may only be received after the execution of a Business Associate Agreement (HIPAA) or Data Processing Agreement.

You should never accept information offered by a third party that is represented as confidential, or which appears from the context or circumstances to be confidential, unless the appropriate agreement has been signed with the party offering the information. **THE LEGAL DEPARTMENT CAN PROVIDE NON-DISCLOSURE, BUSINESS ASSOCIATE, AND DATA PROCESSING AGREEMENTS TO FIT ANY PARTICULAR SITUATION, AND WILL COORDINATE APPROPRIATE EXECUTION OF SUCH AGREEMENTS ON BEHALF OF THE COMPANY.** The Company's [standard form non-disclosure agreement](#) applicable to most commercial transactions is posted on the Legal page accessible through TIBCO Connect. Even after the appropriate agreement is in place, you should accept only the minimum amount of information necessary to accomplish the purpose of receiving it, such as a decision on whether to proceed to negotiate a deal or to provide the service that the customer has purchased.. If more detailed or extensive confidential information is offered and it is not necessary for the Company's immediate purposes, it should be refused.

(ii) Need-to-Know. Once a third party's confidential information has been disclosed to TIBCO, we have an obligation to abide by the terms of the relevant non-disclosure or data agreement and applicable law, and limit its use to the specific purpose for which it was disclosed and to disseminate it only to other Company employees with a legitimate need to know the information. Every employee, agent and contractor involved in a potential business relationship with a third party must understand and strictly observe the restrictions on the use and handling of confidential information. When in doubt, consult the Legal Department.

(iii) Notes and Reports. When reviewing the confidential information of a third party under a non-disclosure agreement, it is natural to take notes or prepare reports summarizing the results of the review and, based partly on those notes or reports, to draw conclusions about the suitability of a business relationship. Notes or reports, however, can include confidential information disclosed by the other party and so should be retained only long enough to complete the evaluation of the potential business relationship. Subsequently, they should be either destroyed or turned over to the Legal Department for safekeeping or destruction. They should be treated just as any other disclosure of confidential information is treated: marked as confidential and distributed only to those Company employees with a legitimate need to know.

(iv) Competitive Information. You should never attempt to obtain a competitor's confidential information by improper means, and you should especially never contact a competitor regarding their confidential information. While the Company may, and does, employ former employees of competitors, we recognize and respect the obligations of those employees not to use or disclose the confidential information of their former employers.

(v) Personally Identifiable Information. Special rules dictated by law apply when dealing with personally identifiable information (i.e., information about an individual (a "Data Subject"), that normally would be confidential and that contains data from which the identity of the Data Subject could be determined). Examples of personally identifiable information ("PII") include, but are not limited to: a name, an identification number, location data, online identifier, or one or more factors specific to the Data Subject's physical, physiological, genetic, mental, economic, cultural or social identity. Further examples include addresses, e-mail (work or home), telephone numbers, credit card numbers, bank statements, criminal records, government identification numbers, IP addresses, and cookie strings. Routine business information is PII if it is associated with a particular Data Subject. Depending upon the type of PII at issue and the place of citizenship or residence of the Data Subject, laws may require that records be kept that document: each person who viewed, accessed or obtained knowledge of the information; each copy made of the information; each use of the information; and evidence of the proper destruction of each copy of the information. Some laws, such as U.S. health record regulations and the GDPR, grant the Data Subject the right to: demand an accounting of all storage, access and use of their PII from any company that received it; correct their PII; limit the processing of their PII; or demand the deletion of their PII being held by a company.

The Company policy, therefore, is not to accept such information from a third party unless absolutely necessary and not until after all controls have been put into place to fulfill our legal obligations regarding such PII while it is in the Company's hands.

Before entering into a business transaction that will require the Company to accept PII, it is the responsibility of the business team, working with groups that include Legal, Operations, IT, Products & Technology, and Services to insure that all necessary controls are in place to allow the Company to perform its obligations under both the contract and the law. The Company's general rules for accepting and handling personally identifiable information are described more fully in its [Personally Identifiable Information Policy](#). TIBCO also has specific policies and guides for handling data subject to HIPAA and HiTECH, and data subject to the GDPR. All of these resources are available on the Legal page accessible through TIBCO Connect.

In the event you become aware of, or suspect that, an unauthorized disclosure or loss of PII has occurred, you are required to immediately report this by e-mail to

DataIncident@tibco.com following the processes identified in the [TIBCO Data Incident Reporting Policy](#). Reports may also be made, without fear of reprisal, threats, retribution or retaliation, through any of the whistleblower channels described earlier in Section 1, including the www.ethicspoint.com site or EthicsPoint hotline.

e. Selecting Suppliers

The Company's suppliers make significant contributions to our success. To create an environment where our suppliers have an incentive to work with the Company, they must be confident that they will be treated lawfully and in an ethical manner. The Company's policy is to purchase supplies based on need, quality, service, price and terms and conditions, and to select significant suppliers or enter into significant supplier agreements through a competitive bid process where possible. All suppliers must cooperate in, and successfully complete, TIBCO's due diligence reviews to enter into, or remain in our supply chain. Where a supplier will be providing TIBCO with hosted services or sub-processing of data, the supplier must satisfactorily demonstrate that it meets all applicable regulatory requirements for processing the data that it will receive and must enter into the required agreements provided by the Legal Department.

Under no circumstances should any Company employee, agent or contractor attempt to coerce suppliers in any way. The confidential information of a supplier is entitled to the same protection as that of any other third party and must not be received before an appropriate non-disclosure agreement has been signed. A supplier's performance should never be discussed with anyone outside the Company without the supplier's specific prior consent. A supplier to the Company is generally free to sell its products or services to any other party, including competitors of the Company. In some cases where the products or services have been designed, fabricated, or developed to our specifications, the agreement between the parties may contain restrictions on sales. Always consult the Legal Department in advance with respect to any such restrictions.

f. Government Relations

It is the Company's policy to comply fully with all applicable laws and regulations governing contact and dealings with government employees and public officials, and to adhere to high ethical, moral and legal standards of business conduct. This policy includes strict compliance with all local, state, federal, foreign and other applicable laws, rules and regulations. All employees transacting business with government customers must comply with our [Code of Government Business Ethics](#), which is posted on the TIBCO Legal page accessible through TIBCO Connect, in addition to all other applicable Company policies. If you have any questions concerning government relations, you should contact the Legal Department.

g. Lobbying

Employees, agents or contractors whose work requires lobbying communication with any member or employee of a legislative body or with any government official or employee in the formulation of legislation must have prior written approval of such activity from the General Counsel. Activity covered by this policy includes meetings with legislators or members of their staffs or with senior executive branch officials. Preparation, research, and other background activities that are done in support of lobbying communication are also covered by this policy even if the communication ultimately is not made.

h. Government Contracts

It is the Company's policy to comply fully with all applicable laws and regulations that apply to government contracting. It is also necessary to strictly adhere to all terms and conditions of any contract with local, state, federal, foreign or other applicable governments. The Legal Department must review and approve all contracts with any government entity.

i. Free and Fair Competition

Most countries have well-developed bodies of law designed to encourage and protect free and fair competition. The Company is committed to obeying both the letter and spirit of these laws. The consequences of not doing so can be severe.

These laws often regulate the Company's relationships with its distributors, resellers, dealers, and customers. Competition laws generally address the following areas: pricing practices (including price discrimination), discounting, terms of sale, credit terms, promotional allowances, secret rebates, exclusive dealerships or distributorships, product bundling, restrictions on carrying competing products, termination, and many other practices.

Competition laws typically strictly govern relationships between the Company and its competitors. As a general rule, contacts with competitors should be limited and should always avoid subjects such as prices or other terms and conditions of sale, customers, and suppliers. Employees, agents or contractors of the Company may not knowingly make false or misleading statements regarding its competitors or the products of its competitors, customers or suppliers. Participating with competitors in a trade association or in a standards creation body is acceptable when the association has been properly established, has a legitimate purpose, and has limited its activities to that purpose.

No employee, agent or contractor shall at any time or under any circumstances enter into an agreement or understanding, written or oral, express or implied, with any competitor concerning prices, discounts, other terms or conditions of sale, profits or profit margins, costs, allocation of product or geographic markets, allocation of customers, limitations on production, boycotts of customers or suppliers, or bids or the intent to bid or even discuss or exchange information on these subjects. In some cases, legitimate joint ventures with competitors may permit exceptions to these rules as may bona fide purchases from or sales to competitors on non-competitive products, but the Legal Department must review all such proposed ventures in advance. These prohibitions are absolute and strict observance is required. Collusion among competitors is illegal, and the consequences of a violation are severe.

Although the spirit of these laws, known (for example) as "antitrust," "competition," "consumer protection" or "unfair competition" laws, is straightforward, their application to particular situations can be quite complex. To ensure that the Company complies fully with these laws, each of us should have a basic knowledge of them and should involve our Legal Department early on when questionable situations arise.

j. Industrial Espionage

It is the Company's policy to lawfully compete in the marketplace. This commitment to fairness includes respecting the rights of our competitors and abiding by all applicable laws in the course of competing. The purpose of this policy is to maintain the Company's reputation as a lawful competitor and to help ensure the integrity of the competitive marketplace. The

Company expects its competitors to respect our rights to compete lawfully in the marketplace, and we must respect their rights equally. Company employees, agents and contractors may not steal or unlawfully use the information, material, products, intellectual property, or proprietary or confidential information of anyone including suppliers, customers, business partners or competitors.

4. Waivers

Any waiver of any provision of this Code of Business Conduct and Ethics for a Board Member or an executive officer must be approved in writing by the Company's Board of Directors. Any waiver of any provision of this Code of Business Conduct and Ethics with respect to any other employee, agent or contractor must be approved in writing by the General Counsel.

5. Disciplinary Actions

The matters covered in this Code of Business Conduct and Ethics are of the utmost importance to the Company and its business partners, and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all of our employees, agents, contractors and consultants to adhere to these rules in carrying out their duties for the Company.

The Company will take appropriate action against any employee, agent, contractor or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment, or business relationship, at the Company's sole discretion. Where the Company has suffered a loss, it may pursue its remedies against the individuals or entities responsible. Where laws have been violated, the Company will cooperate fully with the appropriate authorities. You should review all the Company's policies and procedures on the Legal page accessible through TIBCO Connect.