

PARTNERSHIP AGREEMENT BETWEEN:

Anteco Systems SL / AnyTech365 with the registered office in, Edificio Los Pinos, Local 3, CN-340, KM – 189, 29604 Marbella, Malaga, Spain, represented by Janus Rægaard Nielsen, as CEO,

Hereinafter “AnyTech365”

and

Avanquest Software SAS, a software company with the registered office at 91 boulevard National, 92257 La Garenne-Colombes Cedex, France , represented by Sébastien Martin, as CFO,

Hereinafter “Avanquest”

PREAMBLE

AnyTech365 is an independent IoT and Premium Tech Support (PTS) company specialized in internet related security, help and support for private consumers and small businesses. AnyTech365 was founded by a team of internet and security software entrepreneurs with several highly successful companies on their CV. The cornerstone and focus are: retention, customer satisfaction, service & support and with COMPLIANCE as the foundation within all parts of the operation.

AVANQUEST develops and markets Business-to-Consumer Software products on the Internet mainly throughout its websites and via online distributors.

AVANQUEST is interested in AnyTech365’s expertise and also wishes to offer for sale to a pool of its consumers (Avanquest’s End-Customers) certain support services.

AnyTech365 is willing to provide such Services (as defined herein) for the Parties’ mutual benefit and in accordance with the terms and conditions defined hereafter.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE OF THE AGREEMENT

AVANQUEST hereby appoints Anytech365 and the Anytech365 hereby accepts such appointment as :

- **(1) Customer Service Provider**, offering for sale certain Service Products detailed in Appendix 1, to those of Avanquest's End-Customers that AVANQUEST would have determined at its sole discretion;
- **(2) Payment Provider** for the transactions made by Avanquest's End-Customers in relation to Service Products offered for sale by Anytech365.

Avanquest and Anteco Systems SL (AnyTech365), hereinafter called 'the Parties' have agreed that Avanquest will generate IoT and Premium Tech Support (PTS) related calls from paying Avanquest customers as well as users of free versions of Avanquest software products to AnyTech365.

Avanquest will deliver and generate IoT and PTS related calls into AnyTech365's call centers via Avanquest preferred routes and activities. These are explained to AnyTech365 by Avanquest as various In-App promotions, welcome letters, direct email marketing, online marketing, online advertising via various banners and online offers. It is solely Avanquest that create and drive these advertising activities.

All activities have to be written approved by AnyTech365 and be in line with AnyTech365s "Code of Conduct" handbook as well as the ethical rules described within this contract and the website www.AnyTech365.com. The "Code of Conduct" is a part of this contract as APPENDIX 2

AnyTech365's responsibility is to deliver free PC diagnostics and product support to Avanquest's End-Customers for free and paid versions of Avanquest products. Thereafter, and if a genuine demand/need here fore is identified, AnyTech365 is entitled and allowed to offer/sell AnyTech365's help and support plans ("the Services") to the Avanquest's End-Customers and customers contacting AnyTech365.

These sales will be done via AnyTech365 website and shopping basket/platform. The customers will be customers of AnyTech365 as they have bought one of the AnyTech365 help and support plans. AnyTech365 will clearly explain to Avanquest's End-Customers that they are the Service Providers and Avanquest is not responsible in any manner.

AnyTech365 is fully liable in relation the provided Services to customers.

For financial commercial terms, see attached APPENDIX 1 to this contract!

2. OBLIGATIONS OF THE PARTIES

Avanquest will be solely responsible for delivering calls from Avanquest software users who wish to make use of the AnyTech365 Services. These users SHALL be specifically targeted based on needs and requirements and offered the free optimization and clean-up service of AnyTech365. It has to

be clearly displayed at any time and in any promotion activity that the users are calling/contacting AnyTech365, a independent partner to Avanquest and specialized company in PTS services.

Avanquest has BEEN granted ALL intellectual property rights to promote and advertise the AnyTech365 name/trademark and brand in all of its marketing processes under a free licence. Furthermore, and to avoid any possible user confusions, it is encouraged that Avanquest make it as clear as absolutely possible to display the right connection between Avanquest and AnyTech365.

Avanquest hereby agree to act within the law in any given country they advertise the AnyTech365 services within.

Avanquest hereby agree to act within the guidelines given in this contract as well as the guidelines outlined in the AnyTech365 “Code of conduct” handbook, APPENDIX 2, as well as all other ethical rules of which AnyTech365 pride ourselves to work within. Ethical rules both outlined in this contract, in our “Code of Conduct” handbook as well as on our official homepages, www.AnyTech365.com.

Avanquest is required to inform AnyTech365 on the planned forecasting of call flows as well as the specific placement of any promotions that will be utilized within its campaigns.

Avanquest agrees to keep AnyTech365 informed as to any changes or problems encountered with the Software Vendor’s software, web traffic, or marketing campaigns that may cause a material change in the quantity of calls to AnyTech365.

AnyTech365 staff will work to our strict “Code of Conduct” rule set, offering the very best service to all users and customers of Avanquest.

AnyTech365 agrees to keep Avanquest informed as to any problems encountered with the Services and any resolutions arrived at for those problems.

Both Parties agree not to use deceptive, misleading, illegal or unethical practices in the marketing and promoting of the Services; and selling and delivery of Services to End Users.

Both Parties agree to comply with all applicable laws and regulations, including any applicable consumer privacy laws, in performing its duties under this Agreement. This also includes all rules, laws and regulations under the European GDPR.

3. FINANCIAL TERMS AND OFFSET

AnyTech365 will provide to Avanquest the sales reports on a daily and monthly basis, by email and as further described in APPENDIX 1. Such daily sales reports shall include gross sales, chargebacks, refunds and other relevant KPIs.

Based on AnyTech365’s sales report AVANQUEST shall issue a monthly invoice to AnyTech365 for the sale of the Service Products, within the preceding month (including taxes).

Payment is due upon receipt of a valid invoice, latest on the 15th of the same month and it will be made via bank transfer monthly.

4. GENERAL TERMS AND TERMINATION

This Agreement is entered into force for a fixed term **of 24 months commencing on November 1st, 2018**. Hereafter it will be automatically extended for another 12 months, unless a 90 days' notice of termination is sent at anytime by Either Party to the other by registered letter.

5. TERMINATION FOR BREACH

Either party may terminate this Agreement immediately upon written notice to the other party, if the other party materially breaches this Agreement.

6. EFFECT OF TERMINATION

Upon termination or expiration of this Agreement for any reason, all rights and obligations of both parties shall immediately terminate. Payments for sales before termination will still be due. The Parties expressly agree that the termination of the Agreement shall not give rise to any compensation.

7. INTELLECTUAL PROPERTY

"AnyTech365 Property" means (a) AnyTech365's Services, documentation, ideas, methods, methodologies (b) any tools, databases, software, advertisement, invention, development, methodology or innovation conceived, developed or supplied by AnyTech365 and (c) any and all derivative works, enhancements or other modifications to any of the above. Subject only to the nature of and details of this Agreement, AnyTech365 shall be the sole owner of all intellectual property rights in and to the AnyTech365 Property.

Nothing in this Agreement grants to AnyTech365 any rights of Avanquest to any Avanquest product, service or intellectual property right.

AnyTech365 are permitted to use Avanquest trademark and product names for marketing purposes and under the scope and duration of the Agreement.

Avanquest is granted a free license to use AnyTech365 company and product names for marketing purposes under the scope and duration of the Agreement.

8. WARRANTIES

AnyTech365 declares and warrants that the Agreement does not in any way or form whatsoever contravene any Agreement to which the AnyTech365 is a party.

AnyTech365, as a professional, warrants the perfect performance of the Services. In this regard, the AnyTech365 warrants that the Services shall comply to the all applicable laws.

AnyTech365 warrants that the performance of the Services shall not infringe any third party's intellectual property right, author right, trademark, trade secret, patent, inventor right, confidential information.

AnyTech365 shall defend and indemnify AVANQUEST against any third party's claim or any liability incurred by AVANQUEST, in relation with AnyTech365 and/or the Services, including any infringement to any third party's trade secrets, confidential information, intellectual property rights, etc.

9. LIABILITY AND INSURANCES

Within the limits acceptable under the applicable law, Anytech365 shall defend and indemnify AVANQUEST against any and all claims, liabilities, proceedings, losses, damages, costs, charges and expenses (including legal costs and expenses) of whatsoever nature incurred or suffered by AVANQUEST whether direct, indirect or consequential (including but not limited to economic loss or other loss of profits, business or goodwill) due to the Anytech365's or its Affiliates' negligent acts, omission, misconduct in the performance of this Agreement, or any breach of any term of this Agreement.

Anytech365 shall, at its own costs and expenses, take out and maintain the insurance policy necessary to provide protection in respect of any claim, suit, loss or damage arising (whether by reason of accident, default, negligence, fraud or otherwise) in connection with the Agreement.

Anytech365 shall – upon request of AVANQUEST – furnish to AVANQUEST a copy of the corresponding insurance polic(y)/(ies) and the receipt for the payment of the latest premium.

10. MUTUAL WARRANTIES

Each party represents and warrants that it has full power and authority to enter into and perform this Agreement, and that the persons signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement. In addition, each party represents that during the Term it has and will not undertake any commitments or obligations that would materially interfere with its ability to perform its obligations under this Agreement.

11. CONFIDENTIAL INFORMATION

“Confidential Information” means (a) any business or technical nonpublic information of Avanquest or AnyTech365, including but not limited to any information relating to either party’s services, prices, marketing plans, business opportunities, or personnel, (b) any other information of Avanquest or AnyTech365 that is specifically designated by the disclosing party as confidential or proprietary, and (c) the terms and conditions of this Agreement. Confidential Information shall not include information that (i) is in or enters the public domain without breach of this Agreement through no fault of the receiving party, (ii) the receiving party was demonstrably and rightfully in possession of prior to first receiving it from the disclosing party, (iii) the receiving party can demonstrate was developed by the receiving party independently and without use of or reference to the disclosing party’s Confidential Information, or (iv) the receiving party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

Each party shall maintain the Confidential Information of the other party in strict confidence during the term of this Agreement and, except as otherwise provided in an Addendum, for a period of three (3) years thereafter. Each party shall exercise no less than reasonable care with respect to the handling and protection of such Confidential Information. Each party shall use the Confidential Information of the other party only during the term of this Agreement and as expressly permitted herein, and shall disclose such Confidential Information only to its employees and independent contractors as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Notwithstanding the above, the receiving party may disclose Confidential Information of the disclosing party pursuant to a valid order or requirement of a court or government agency, provided that the receiving party first gives reasonable notice to the disclosing party to enable them to contest such order or requirement. Any such disclosure by the receiving party of the Confidential Information of the disclosing party, shall, in no way, be deemed to change, affect or diminish the confidential status of such Confidential Information.

AnyTech365 hereby designates the AnyTech365 Property as AnyTech365 Confidential Information. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information or, at the disclosing party’s option, shall destroy all such Confidential Information as the disclosing party may designate. Each party acknowledges that any breach of any of its obligations with respect to the other party’s Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event each party shall be entitled to seek equitable relief to protect its interests, including but not limited to temporary restraining orders, preliminary and permanent injunctive relief, as well as money damages.

12. Data privacy

a. Processing of personal data and compliance with data protection law

The Parties acknowledge that they are each a separate and independent Controller of the Personal Data Processed under the Agreement for the purpose of providing the applicable services. In no event will the parties Process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a Controller under applicable Data Protection Law.

- 1.1. Each party shall Process Personal Data in compliance with applicable Data Protection Law, industry standards and its obligations herein.
- 1.2. Unless otherwise agreed to in writing by the parties, a party shall not share any Personal Data with the other party that contains Personal Data relating to children under 16 years old.
- 1.3. Each Party shall maintain a publicly-accessible privacy policy that is available via a prominent link that satisfies transparency disclosure requirements of Data Protection Law, specifically in compliance with **Article 13** and **Article 14** of the GDPR.

b. Rights of data subject and parties' cooperation obligations

In the event consent is required under Data Protection Law, the Anytech365 shall: **(i)** ensure that it obtains consent from Data Subjects and displays all necessary and applicable notices in accordance with the Data Protection Law as well as enable lawful transfer of the Personal Data to the Company; **(ii)** maintain a record of all consents obtained from Data Subject, including the time and data on which consent was obtained, the information presented to Data Subject; and **(iii)** record of the withdrawals of consent by Data Subject. The Anytech365 shall make these records available to Avanquest promptly upon request. It is agreed that where either party receives a request from a Data Subject in respect of Personal Data Processed by the other party, where relevant, the party receiving such request will direct the Data Subject to the other party, as applicable, in order to enable the other party to respond directly to the Data Subject's request. Both parties shall provide each other with commercially reasonable cooperation and assistance in relation to handling of a Data Subject's request, to the extent permitted under Data Protection Law. Notwithstanding the above, the parties shall cooperate reasonably and in good faith in order to respond to any correspondence or request by the Commission or Supervisory Authorities in accordance with any requirements under Applicable Data Protection Law.

13. LIMITATION OF LIABILITY

Except for breaches of obligations, in no event shall either party be liable for any indirect, special, punitive, or consequential damages of any kind or nature whatsoever, suffered by the other party, including, without limitation, lost profits, business interruptions, loss of data, or other economic loss arising out of or related to this Agreement or any use of or failure to be able to use the service, services or data.

14. MISCELLANEOUS

The parties are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture or employment relationship between the parties. This Agreement sets forth the entire Agreement between the parties and supersedes any and all prior proposals, Agreements or communications, written or oral, of the parties with respect to the subject matter hereof. This Agreement may not be modified, altered or amended, except by written instrument duly executed by both parties. In the event there are conflicting terms in the body of this Agreement and any Addenda, the terms in the body of this Agreement shall control. No failure or delay by either party in exercising any right hereunder will operate as a waiver thereof. Any item or service furnished by AnyTech365 in furtherance of this Agreement, although not specifically identified in it, shall nevertheless be covered by this Agreement unless specifically covered by some

other written Agreement executed by Avanquest and an authorized representative of AnyTech365. If Avanquest wishes to assign or otherwise transfer this Agreement to any other individual or entity, Avanquest must obtain AnyTeh365s prior written consent, which consent shall not be unreasonably withheld or delayed, provided, however, Avanquest may assign this Agreement with prior written notice to AnyTech365 upon any change in control, a sale or transfer of all or substantially all of the assets of Avanquest to an affiliate controlling, controlled by or under common control of Co-Marketer, provided such assignee is not a direct competitor of AnyTech365. This Agreement will be binding on the parties, their successors and permitted assigns.

If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions shall remain in full force and effect. All notices required under this Agreement shall be (a) in writing, (b) deemed to have been duly made and received when (i) personally served, (ii) delivered by commercially established courier service, or (iii) ten (10) days after deposit in mail via certified mail, return receipt requested, to the addresses specified on the first page of this Agreement or at such other address as the parties shall designate in writing from time to time. Each person executing this Agreement and any Addenda on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver this Agreement and the Addenda. This Agreement and the Addenda may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

15. CONTROLLING LAW

These terms and conditions shall be governed, as against any claim or term instantiation ("claims"), by the laws of the Spain. Each party, to the extent permitted by applicable law, hereby irrevocably and unconditionally submits to the competent courts having jurisdiction over the matter

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 1st of November, 2018, the Effective Date.

Anteco Systems SL /AnyTech365

Avanquest Software SAS

By:

(Authorized Signature)

Printed Name

Title

By:

(Authorized Signature)

Printed Name

Title

APPENDIX 1

FEES / PAYMENT / REVENUESHARE / AUDIT

As outlined in this Agreement AnyTech365 is allowed to promote and sell its PTS plans to Avanquest software users and customer. Avanquest to receive 45% of total NET SALES to these Avanquest users and customers.

NET SALES shall be defined as GROSS SALES minus all VOIDS, VAT, REFUNDS, MERCHANT PROCESSING FEES (7%) and CHARGEBACKS.

Payments will be made via bank transfer upon receipt of a valid invoice payable monthly. AnyTech365 will provide daily reports of calls and sales activities as well as Avanquest will get access to the AnyTech365 real-time backend

Latest the 5th of every month AnyTech365 will deliver a report of previous month which Avanquest can invoice upon. AnyTech365 to pay latest 15th of the same month.

AnyTech365 will also provide general product support to users and customers of Avanquest software product free of charge.

AnyTech365 shall permit Avanquest to have access, upon ten (10) days prior written notice, during normal business hours and without undue interruption to the business operations of AnyTech365 to the written records and books of account which relate solely to this Agreement for the purpose of determining whether the appropriate fees and commissions have been paid to Avanquest. Such audits may not be required more often than once every year; provided, however, that Avanquest may audit AnyTech365 within six (6) months of any audit in which a discrepancy of the amount audited of four percent (4%) or greater is discovered. If a discrepancy is discovered, the party in whose favor the error was made will promptly pay the amount of the error to the other. If a discrepancy is discovered of four (4%) or greater in the amounts payable to Avanquest, then AnyTech365 will be required to pay the reasonable costs of the audit.

APPENDIX 2

AnyTech365 “Code of Conduct”

Acting with Integrity every day

CODE OF **CONDUCT**



AnyTech365



Dear Colleague:

AnyTech365 is the leading European IT support service for private consumers and businesses; a rapid-growth success story based on the huge demand for an easy and convenient way to get PC and Internet help – for any problem, at any time.

Since our inception, we have recognised that you, our employees and partners, are absolutely vital to our continued success. Our reputation as Friendly IT Experts – that is, for providing the very best technical support with an unrivalled customer experience based on trust and respect – is the direct result of both our continued collaboration and our individual efforts.

We are all responsible for maintaining and nurturing our reputation; our foundation of trust and respect. How we treat each other, how we treat our customers, and how we conduct business will determine if our reputation is that of trustworthy, experienced, and helpful professionals.

“Our reputation as Friendly IT Experts – that is, for providing the very best technical support with an unrivalled customer experience based on trust and respect – is the direct result of both our continued collaboration and our individual efforts.”

Each and every one of us in the AnyTech365 family must be personally accountable for acting with integrity every day - in compliance with ethical conduct as well as with laws and regulations.

As we continue to grow, the AnyTech365 *Code of Conduct* sets out our agreed standards which we see reflected in every single AnyTech365 interaction, business activity, workplace, and event. We are committed to acting honestly, ethically, and in complete compliance with not only the letter but also the spirit of the law. It is critical to our continued success, and the only way to operate.

With your help, I am confident that AnyTech365 will continue deserving our reputation for acting with integrity every day as we expand to support more people around the world. Thank you for joining me in this effort!

Warm regards,

[Janus signature image]

Janus R. Nielsen

Founder and Chief Executive Officer, AnyTech365

The AnyTech365 Mission

To provide the most friendly, helpful, professional, and cost-effective technical support service in the world.

We strive towards our mission by acting with integrity every day - in line with these core values:

Attitude

Our attitude to each other, to our work, and to our customers is vital to the successful completion of our mission. Having integrity with regards to our attitude is especially important when we support and resolve high-concern or stressful problems for a customer. We remain positive and professional with a "can-do" attitude in each and every AnyTech365 interaction.

Commitment

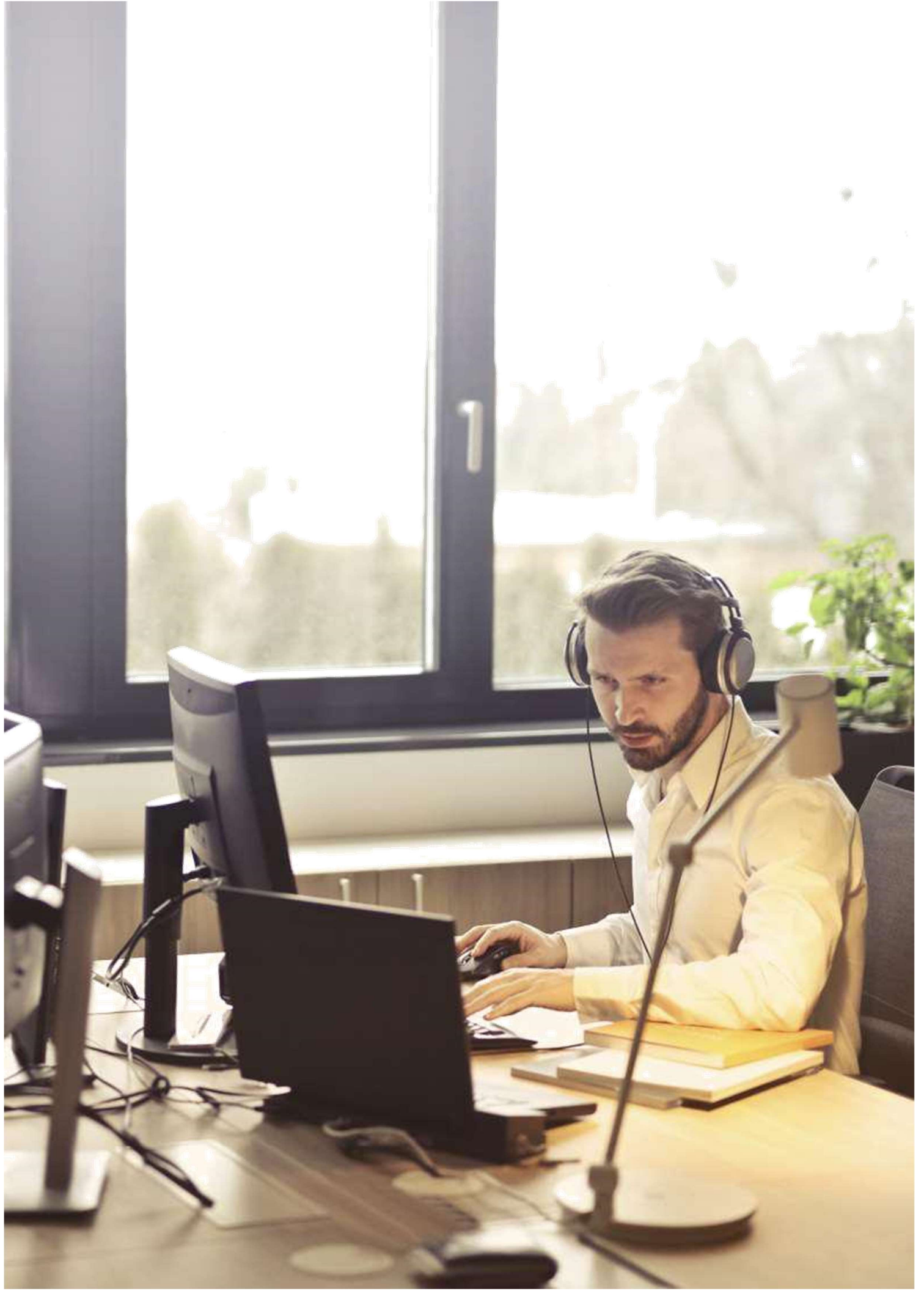
We are in the business of solving problems, removing threats, protecting people, and – we hope – allowing people more time to truly enjoy their lives, instead of dealing with PC stress. The task can be challenging. We commit to always help and support each other in our mission; to follow through every issue to resolution; and to remain professional and act with integrity at all times.

Team Work

Our strength lays in our diversity, and in our collective knowledge, experience, and skills. We approach every opportunity for collaboration with the utmost integrity – by supporting and encouraging each other; by sharing our ideas, time and knowledge; by listening carefully and speaking up thoughtfully; and by always working together to provide the best service to our customers.

Performance

We are a company with many employees and many customers, and as such we have a duty to ourselves and each other to always give 100% performance with 100% integrity. We work every day to ensure our individual performance supports the company, our mission, and our customers, and do everything we can to encourage and support the best performance in others.



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About the Code of Conduct

We are all representatives of AnyTech35; as such, we are all empowered to make decisions and take action for themselves that affect our company reputation.

Every AnyTech365 family member, throughout the course of his or her working day, is actively shaping how the world views our company and services. We must each take personal responsibility for Our AnyTech365 Mission and act ethically and with integrity at all times.

The AnyTech365 *Code of Conduct* details who we are, what we do, how we act, how we do business, and how we expect anyone involved with the company to act. The *Code* is your guide to ensure all daily work and interactions are in line with the highest legal and ethical standards.

If you are ever unsure of how to act in any situation, you have plenty of support available to you: Speak with your supervisor, manager, or personnel from HR or Compliance about any concerns you may have.

Please read the *Code of Conduct* carefully. If you have any questions, see the "Asking for Advice and Expressing Concerns" section of this booklet.

Contact hr@anytech365.com for more information.

Violations of the *Code* may result in disciplinary action up to and including termination of employment and legal action.

Asking for Advice and Expressing Concerns

AnyTech365 requires that all employees and partners operate in full compliance with the law and always conduct themselves ethically.

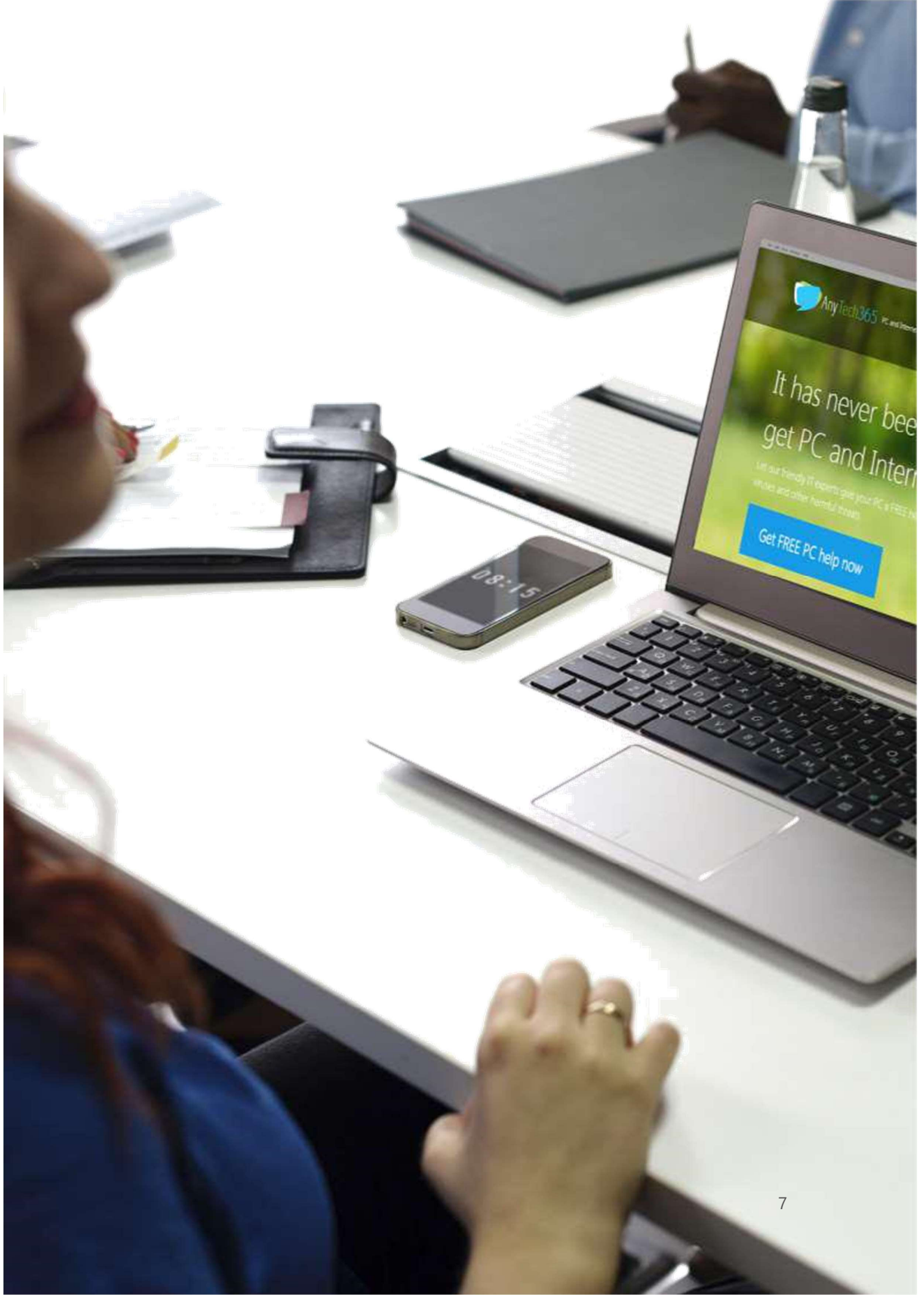
If you feel that the standards laid out in the Anytech365 *Code of Conduct* have not been adhered to, if you have any questions, or if you need further information or access to additional policies, it is your duty and responsibility to ask for guidance or voice your concerns by speaking with:

- Your direct supervisor or manager
- Any HR representative
- Eric Bertin, Operations Director
- Juan Salazar, General Manager
- George Medzhidiliev, Chief Compliance Officer

Your concerns will be taken seriously and all information provided will be treated as confidential and appropriately investigated.

Anti-Retaliation Policy

AnyTech365 strictly prohibits any victimisation of or retaliation against any employee who asks questions or expresses concerns about any potential violation of the *Code of Conduct* that he or she believes reasonably to have occurred.



Integrity in the Workplace

How we treat each other

Acting with integrity every day begins with how we treat each other - from the first interaction in the hiring process, through to daily life in the workplace, and beyond; we treat one another with respect, dignity, and courtesy at all times. All employees are entitled to work free from discrimination, bullying, and harassment.

AnyTech365 is an equal opportunities employer, and as such we recruit and promote staff based on job-related criteria only.

The guidelines here apply to all employees and partners, including C-level executives; managers and supervisors; full-time, part-time, casual, temporary, or permanent staff; job candidates; student placements, apprentices, contractors, sub-contractors, and volunteers.

"We treat one another with respect, dignity, and courtesy at all times. All employees are entitled to work free from discrimination, bullying, and harassment."

Discrimination

AnyTech365 is committed to providing a safe, respectful, and flexible work environment, free from all kinds of discrimination.

Harassment, bullying and discrimination take many forms, including:

- Unwelcome comments, gestures, or physical contact
- Displaying or circulation of offensive, derogatory, graphic or sexually explicit pictures or other materials, including via email, any other messaging service, or online
- Offensive or derogatory jokes or remarks (either explicit or implicit/by innuendo)

Discrimination is treating, or proposing to treat, someone unfavourably because of a personal or legally protected characteristic, such as:

- Any disability, disease or injury, including work-related injury
- Race, colour, descent, national origin, or ethnic background
- Age, whether young or old or because of age in general
- Physical attributes
- Biological gender

- Sexual orientation or gender identity
- Marital status, whether married, divorced, unmarried or in a same-sex relationship
- Being pregnant or breastfeeding
- Religious beliefs
- Political opinion
- Social standing or origin
- Medical background

Sexual Harassment

Sexual harassment is considered to be “in the workplace” when it happens on company premises, at work-related events, between people sharing the same workplace, or between colleagues outside of work.

A single incident is enough to constitute sexual harassment - it doesn't have to be repeated.

Any report of sexual harassment – no matter how large or small, or who is involved – requires an appropriate and confidential response and immediate investigation.

Sexual harassment can include:

- Comments about a person's private life or the way they look
- Sexually suggestive comments or jokes
- Intrusive questions or statements about a person's private life
- Insults or taunts of a sexual nature
- Repeated unwanted requests to go out
- Requests for sexual intercourse, intimacy, or acts
- Sexually suggestive behaviour, such as leering or staring
- Unwanted physical contact
- Sending sexually explicit emails, SMS, MMS, or other messages
- Displaying offensive screensavers, photos, calendars or objects
- Inappropriate advances on social networking sites
- Accessing sexually explicit internet sites
- Behaviour that may also be considered to be an offence under criminal law, such as physical assault, indecent exposure, sexual assault, stalking or obscene communications.

AnyTech365 strongly encourages any staff member who believes they have been discriminated against, bullied, sexually harassed, or victimised to take immediate action by contacting the supervisor, manager or HR representative with whom they feel most comfortable speaking with.

How our supervisors treat team-members

From our team-leaders all the way up to our C-Level Executives at AnyTech365, we understand that the words, actions, attitude, and approach of anyone in a supervisory position must be aligned with the *Code of Conduct* at all times in order to preserve and grow the positive, professional culture of integrity that we demand.

"The words, actions, attitude, and approach of anyone in a supervisory position must be aligned with the Code of Conduct at all times."

As a Supervisor, Team-Leader, Manager, Director, or C-level executive, you must:

- Ensure that your team know and understand their responsibilities under the *Code* and other Company policies
- Model the *Code* at all times, especially during appraisals, team meetings, and any required disciplinary actions - we cannot reinforce the importance of ethics and compliance with the *Code* to our employees if we ourselves are not compliant, ethical, and acting with integrity
- Conduct in private any meeting necessary to deliver constructive criticism, feedback, disciplinary action, or any situation with the potential to escalate or potentially embarrass any partner
- Ensure employees feel comfortable raising concerns without fear of retaliation – treat any concerns seriously and with confidentiality
- Consider conduct in relation to the *Code* and other Company policies when evaluating any employee
- Never encourage or direct employees to achieve business results at the expense of ethical conduct or compliance with the *Code* or the law
- Always be vigilant and act to stop any violations of the *Code*
- Take any question or concern related to the *Code* seriously and act upon it accordingly, and in the quickest possible time - listen carefully and give the employee and the matter your complete attention

Failure to act professionally, even in times of high stress or increased workload, is a failure in your role as a supervisor and can lead to disciplinary action, relief from the position, or termination of employment.

How we treat our customers

Our customers deserve exceptional service delivered with integrity. Our AnyTech365 Mission is to be the friendliest, most helpful and professional technical support provider available - how we treat customers is pivotal to our continued success.

The core of who we are is simple: we are people helping people, and as such, customer service and satisfaction are top priorities for us. We must consistently act ethically, be professional and pleasant, and fulfil the needs of each customer in every single interaction.

Specifically, you must:

- Treat every customer with dignity, respect, and courtesy
- Always act with integrity and in line with the *Code*
- Always present AnyTech365's (and affiliates') products and services in an honest and forthright manner to customers and potential customers
- Never offer, promise, or provide any product or service to a customer which does not fulfil a specific need
- Never engage in unfair, deceptive, or misleading practices
- Never harass or discriminate against our customers or potential customers in any way

"We must consistently act ethically, be professional and pleasant, and fulfil the needs of each customer in every single interaction."

Alcohol, Drugs, and Substance Abuse

AnyTech365 has strict standards regarding alcohol, illegal drugs, and substance abuse. AnyTech365 takes these rules very seriously. It is essential that you understand and follow them carefully.

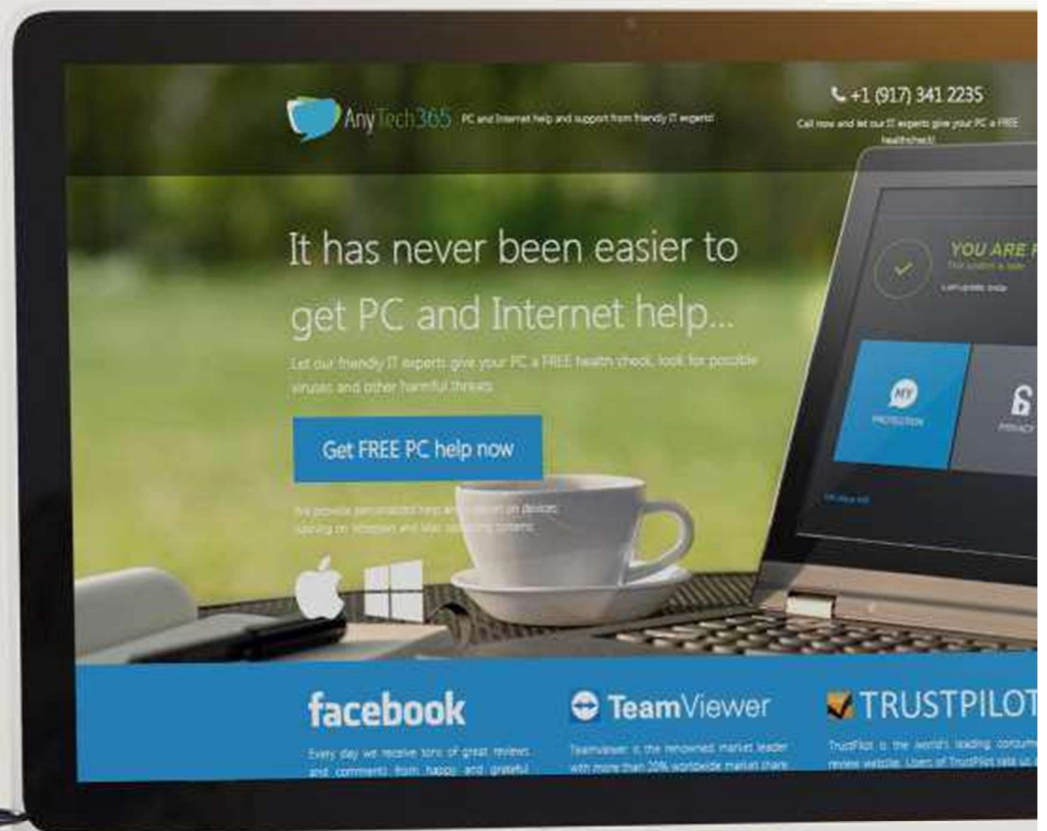
The following policy applies to all AnyTech365 employees and partners of all levels, and will be strictly enforced:

- Employees are not permitted to use or possess any alcoholic beverages on company property, except where alcohol is specifically permitted at an AnyTech365 social event
- You also may not use or possess illegal drugs or controlled substances on AnyTech365 premises or while you are engaged in any job-related activity
- You may not report for work while under the influence of alcohol, drugs, or controlled substances
- Any employee or partner who can be reasonably deemed as unfit for work due to alcohol, illegal drugs, or substance abuse will be sent home immediately
- All matters concerning alcohol, drugs, or substance abuse will be treated with the utmost confidentiality
- AnyTech365 will report to the Police immediately any person in possession of or attempting to supply illegal drugs on company premises

In addition, if you are taking any kind of pharmaceutical drug or medication, prescribed or otherwise, you must:

- Ensure that you are familiar with the potential side-effects listed in the informational insert supplied with the medication
- Advise your line manager of any potential side-effects of any medication that you are taking that may affect your work performance, or the health and safety of yourself, your colleagues, company property, or any other individuals or property

AnyTech365 is committed to supporting any employee or partner who comes forward to ask for help with substance abuse. If you admit to your supervisor that you have a problem with any kind of substance abuse, AnyTech365 will work to help you with finding appropriate treatment. All such matters will be treated with the utmost confidentiality.



Integrity in Business

Legal and Regulatory Compliance

AnyTech365 is 100% committed to acting with integrity in business every day: we operate in full compliance with all applicable laws, regulations, and rules.

You are required to comply with the *Code* and all applicable laws, regulations, and rules when performing your duties for the company.

If you have reason to believe that there is a discrepancy between the *Code of Conduct* and any applicable law, regulation, or rule, or unsure or concerned about the legality of your own conduct, or the conduct of any other AnyTech365 employee or partner, speak with your supervisor or manager immediately.

Marketing and Sales Practices

The success of AnyTech365 is based on the merits of our products and services – we sell and market truthfully and accurately. This must be apparent at all times in any communications with customers or potential customers. We must be able to prove any claims we make about our products or services. We sell the truthful quality of our products and services; we do not misrepresent ourselves, disparage our competitors, or use our technical knowledge (or our customers' lack thereof) to sell products or services based on fear or negativity of any kind.

You must not in any way suggest, imply, claim, or state, neither directly nor indirectly, that the company is recommended by, associated with, partners with, working for, endorsed by, or is itself Microsoft, Apple, or any other recognised and trusted IT companies.

If you are personally one of our Support Technicians who are genuinely Microsoft Certified, you may mention, if and where appropriate, that fact about yourself. You must not suggest, state, or claim that certification or association is with AnyTech365 directly, or that AnyTech365 itself is Certified in that way.

Competition Law

AnyTech365 promotes and supports open competition in a free market; it is not only fair and ethical, but it is also in our best interests to do so. All AnyTech365 business decisions must be made independently, free from any supplier or competitor arrangements or understandings with competitors or suppliers that restrict competition.

When involved in AnyTech365 business, all employees and partners must:

- Not discuss internal pricing, practices, or business / marketing strategies with competitors
- Always present AnyTech365 services and products in a manner consistent with the *Code*
- Not induce a third party to breach an existing Agreement
- Never attempt to exclude present or potential competitors or to control market prices, or conduct yourself in a manner which could be perceived as such

Competitive Intelligence Gathering

Understanding of our competitors is essential for us to provide the best service to and value for our customers, and to ensure our continued success. When we act with integrity and follow the *Code* to obtain it ethically, such information is an extremely useful asset.

Employees are encouraged to collect, share and use information about our competitors only in a legal and ethical manner. We respect the non-public information of others, just as we do our own.

It is acceptable to collect competitive intelligence through publicly available information or ethical inquiries. For example, you may gather and use information about our competitors from public sources, such as:

- Published pricing and product features on their official websites
- News, trade journal articles, and publications about them

Conflicts of Interest

Each employee and partner of AnyTech365 must take steps to avoid conflicts of interest and the appearance of conflicts of interest. A conflict of interest, or the appearance of one, can arise when your personal interests or activities interfere with the duties performed at or owed to AnyTech365.

The appearance of a conflict of interest can potentially cause conflict or concern, or integrity to be questioned – even in the most ethically-minded and well-respected individuals could be unconsciously influenced by a conflict of interest.

Any actual or potential conflict of interest must be immediately brought to the attention of your direct supervisor or manager.

Some examples of situations where a conflict of interest could potentially arise:

- Working for or operating a business, including a consultancy firm, that does or wishes to do business with AnyTech365 or that competes with AnyTech365 (for example, working for a competitor's technical support company)
- Making a significant direct investment in any such business (either by you directly, or by a member of your immediate family)
- Acting on behalf of any party other than AnyTech365 in any transaction involving AnyTech365 (for example, attempting to sell products or services to AnyTech365, or helping someone to)
- Getting personally involved in any interactions in which AnyTech365 has an interest

In any potential conflict of interest situation, ask yourself:

- Could my personal interests interfere with those of AnyTech365?
- Might it appear that way to others, either inside or outside of the company?

If you are unsure or would like guidance, please speak with your supervisor or manager.

Company Assets

We strive to create and maintain the ideal working environment to enable you to fulfil your duties in the most efficient and productive way. We all have a responsibility to protect company assets and use all assets in the manner intended.

All company assets are provided for use in your role and duties and for the benefit of AnyTech365. You must not use any company assets for your own personal benefit, or for the benefit of any other party other than AnyTech365.

AnyTech365 are committed to supporting a healthy and appropriate work-life balance, and as such, personal phone calls, emails, or messaging during company time or using company assets are acceptable within reason. Frequent or excessive personal communications or activities are strictly prohibited.

You may not use company assets:

- To engage in any personal activities during work hours which interfere with or prevent you from fulfilling the duties of your role
- To benefit yourself or any third-party (see "Conflicts of Interest" section in this booklet for more information)

- For any illegal or unethical activities, or other activities not compliant with the *Code* (for example gambling, creation or dissemination of pornographic or other offensive or disturbing materials)

Privacy

AnyTech365 respects the right to privacy of all employees, partners, and customers. We must handle personal data responsibly and in compliance with all applicable privacy laws, regulations, and rules. Employees who handle the personal data of others must:

- Act in accordance with applicable national, EU, and international law
- Act in accordance with any relevant contractual obligations
- Collect, use and process such information only for legitimate business purposes
- Limit access to the information to those who have a legitimate business purpose for seeing the information
- Take care to prevent unauthorized disclosure



Integrity of Information and Intellectual Property

Confidential Information

While fulfilling your duties at AnyTech365, you will naturally gain some non-public knowledge that is the property of AnyTech365. We trust and expect that all employees and partners maintain the confidentiality of this valuable information.

“AnyTech365 information must only be used for company purposes and must not be disclosed to anyone outside of AnyTech365.”

Confidential information includes things such as contracts, supplier or partner information, business strategy, marketing plans, management changes, existing and future product launches, Personally Identifiable Information (PII) of employees or partners, scripts, internal technical or operational details, financial data, and product costs.

It is prohibited to disclose AnyTech365 information to anyone outside of AnyTech365; it must only be used for company purposes. Within the company, confidential information must also only be accessible to employees and partners whose specific duties require access to said information. If you leave AnyTech365, you must return all company property, materials, and any copies.

Confidential materials must:

- Be maintained and stored securely at all times
- Not be left visible to non-authorised individuals
- Be plainly marked as confidential
- Not be sent to unattended printers or fax machines
- Not be discussed where non-authorised individuals might hear

Fairness and equality are important to AnyTech365 – we must also act with integrity with regards to the confidential information and materials of others and respect their confidentiality at all times.

Here are some basic guidelines:

- You must not bring any materials with you to AnyTech365 from any previous employer

- You must not make use of or receive the confidential information of others
- You must not attempt to obtain confidential information from another company's present or former employees, partners, or suppliers.
- Do not engage in espionage; be ethical, transparent, and compliant with the law when obtaining information about competitors or the marketplace

Intellectual Property

Any work product you create or develop, either totally or partially, through use of company information or resources, as part of your duties, or on company time – is the sole property of AnyTech365. This includes ideas, improvements, software programs, artwork, inventions, discoveries, and works of authorship.

Any such work product that is a result of your work efforts must be disclosed to AnyTech365 in writing, and you must cooperate with AnyTech365 in order to secure the correct legal protection of the product for the company.

When contracting any work from a third party, you are required to secure the appropriate written Agreement or release before any such work begins to ensure that AnyTech365 receives the legal benefit of and protection for any work.

Be sure to follow any and all applicable rules regarding the use of the work product of others. For example, you must only use software for which we have a valid license and must only use that software in accordance with the license terms for that software. Written materials, artwork, photographs, images, and music may be subject to copyright protection and should be used only if and when permitted. Note that some copyrighted material does not clearly display the copyright symbol – be sure to confirm legal right to use anything before you use it.

Company Records

You must manage information in such a way that supports business needs while ensuring efficiency, security, and full compliance with any applicable laws, regulations, or rules. This policy applies to records maintained in all forms at AnyTech365, including both electronic and paper.

- Records must always be prepared accurately and reliably, and stored properly in accordance with company policy

- All required transactions and events must be accurately and fairly recorded
- AnyTech365 strictly prohibits any unrecorded company funds, assets, or other types of “off the books” accounts, regardless of any perceived reason for such accounts
- It is forbidden to knowingly destroy or discard any information that is subject to a legal hold



Integrity in the Community

Social Media and Online Communities

The majority of our business is conducted online, and as such, our online communities are of vital importance for our reputation, for our continued service to customers, and for our successes as a company.

For the purpose of this policy, we define “social media” as any social networking sites, blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, and any other sites and services that permit users to share information or materials with others in a contemporaneous manner.

The social media policy applies equally to the business use of social media on behalf of AnyTech365 conducted by authorised personnel, to personal use of social media by any employee or partner in reference to AnyTech365, or in relation to any AnyTech365 websites or accounts.

You must:

- Always act with integrity and follow the *Code* when using social media in reference to or on behalf of AnyTech365
- Never publish, post, or release in any form any non-public or confidential information
- Immediately notify your line manager in the event that AnyTech365 receives media attention or legal questions via social media, without responding directly
- Be aware of the effect your actions may have on your own, as well as AnyTech365's, reputation
- Never post material that is either inappropriate or harmful to AnyTech365, our employees, or our customers
- Disengage politely from any dialogue that threatens to become antagonistic while using social media (involving AnyTech365, our partners, customers, or any employee) and seek the advice of your manager
- Ensure you have the appropriate permissions before referring to or posting images of current or former employees, partners, vendors or suppliers
- Ensure you obtain appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property
- Never neglect your duties and responsibilities to use social media

- Never use social media for any personal blogging or content sharing using company assets, and never during working hours
- If authorised and related to your duties, only use social media for the benefit of the company, in line with our mission and the *Code*

Subject to applicable law, an after-hours online activity that violates the AnyTech365 *Code of Conduct* or any other company policy may lead to disciplinary action up to and including dismissal

Personal Activities

AnyTech365 encourage employees and partners to be involved in their communities and understand the importance of balance between work, personal, and family lives. However, you must not impose your personal opinions or beliefs on others, or represent your personal views as those of AnyTech365.

While you are entitled to keep your personal activities outside of the workplace confidential, you must always keep in mind that you are a representative of AnyTech365. Your behaviour can positively or negatively affect our reputation and ability to complete our mission.

Political Activities

AnyTech365 strictly prohibits any political activities while on company time, premises, or using company resources. Do not promote any political views or beliefs by any means, including distribution or posting notices or other materials around AnyTech365 premises or online. Outside of the workplace, you must not suggest or indicate that AnyTech365 supports your views, or that you speak on behalf of the company.

Public Relations

Acting with integrity is the correct way to do business, and all public relations situations allow us to present our integrity and professionalism. It is vital that all information regarding the company must be accurate, consistent, and complete, and propagated in accordance with the *Code* and all other AnyTech365 policies.

If someone asks you for information or comment (for example, a journalist or potential investor), immediately notify your line manager about the request. Do not attempt to answer these questions yourself –the appropriate person will supply the requested information directly to the inquirer in line with correct procedures.

Administration of the Code

The responsibility for administering the *Code* rests with Janus Nielsen (Chief Executive Officer), with oversight by Juan Salazar (General Manager), George Medzhidiliev (Chief Compliance Officer), and the management team.

Decision Making

The management team will make all decisions regarding any perceived or actual *Code* violations and any necessary disciplinary action. Decisions which fall into certain categories may be delegated to others as necessary.

Disciplinary Action

If an employee or partner is found to be in violation of the *Code*, full notation of the details and circumstances, the final decision, and a copy of any letter of reprimand will be placed in employee's permanent record.

Immediate Termination Offences

While any violation of the *Code* should be avoided, and many infractions can involve termination of employment, the following actions of misconduct will result in immediate termination of employment, and prosecution to the full extent of the law where applicable:

- Claiming the Company is recommended by, associated with, partners with, is endorsed by, or is itself Microsoft, Apple or any other well-known IT company in order to mislead the consumer and gain selling advantage
- Theft or unlawful access of customer payment card/bank details
- Theft or unlawful access of Personally Identifiable Information (PII) from company records

Acknowledgement

All new and existing employees and contracted staff must by personally signed declaration acknowledge their receipt of, and Agreement to abide by, the AnyTech365 *Code of Conduct*.

Failure to read the *Code* or sign the acknowledgement form does not disqualify an employee or partner from compliance with the *Code*.

