Alauda Partner Code of Conduct

Alauda Singapore Pte. Ltd. 6 Raffles Quay, #14-02 Singapore 048580 legal@alauda.io | www.alauda.io

---

1. Alauda Core Values

Alauda values integrity, engineering rigor, and ethical conduct and expects its partners to uphold these values and to monitor their own compliance with this Partner Code of Conduct. We rely on our Partners to help us maintain the trust of our customers and broader community and, therefore, only work with Partners who we believe are honest and ethical, and who commit to do business ethically. This Partner Code of Conduct (the "Code") is intended to protect the value of our business together and the strength of our collective reputations, and was created with the following core values in mind:

- **Sovereignty** -- respect for our customers' right to own and control their infrastructure, data, and technology choices;
- **Engineering Rigor** -- commitment to technical excellence, upstream compatibility, and open standards;
- **Customer-First** -- dedication to the success, security, and satisfaction of our customers above all else; and
- **Open by Design** -- transparency, collaboration, and adherence to open source principles in everything we do.

This Code applies to all Alauda Partners and their officers, directors, employees, independent contractors, subcontractors, and agents ("Partners"). We take ethics, integrity, and compliance with laws seriously and expect all Partners to adhere to this Code when conducting business with Alauda and its customers, potential customers, and other Partners.

If Alauda determines or reasonably believes that Partner has breached or may breach this Code, Alauda may exercise the remedies available under the Partner Program Agreement, including termination without a cure period under Sections 9.5 and 13 of that agreement.

Partners will require any resellers, subcontractors, and other third parties acting on their behalf in connection with Alauda business to comply with standards no less stringent than this Code, and will perform reasonable due diligence on such parties.

Partners must comply with all laws and regulations applicable to their business and their activities as an Alauda Partner, including laws relating to anti-corruption, public procurement, antitrust and competition, export controls and sanctions, employment, data privacy, cybersecurity, anti-discrimination, health and safety, human rights, and the environment.

---

2. Anti-Corruption and Anti-Bribery

2.1 General Obligations

Partners must comply with all applicable anti-corruption, anti-bribery, and anti-money laundering laws, including the Singapore Prevention of Corruption Act 1960 ("PCA"), the U.K. Bribery Act 2010, and, where

applicable, the U.S. Foreign Corrupt Practices Act (collectively, "Anti-Corruption Laws"). This means, among other things, that Partners must not pay or accept payment of bribes, kickbacks, or facilitation payments (payments to expedite routine governmental action), or otherwise seek to improperly influence any act or decision of a governmental official, employee, or political candidate, including by offering, paying, or authorizing any direct or indirect payments or anything of value, for the purpose of improperly obtaining or retaining business or other advantages.

2.2 Government Entities

Partners must be aware of and comply with all laws, rules, regulations, including procurement regulations, that govern the acquisition of goods and services by and engagement with government entities to which you directly or indirectly market or recommend products and/or services provided by Alauda. This includes federal, state, local, and other government-owned entities, as well as entities that are government-owned or -controlled or subject to government procurement rules. Bear in mind that those activities that may be appropriate when dealing with nongovernmental customers may be improper and even illegal when dealing with such clients.

2.3 Gifts and Amenities

Partners must ensure that offers of anything of value -- including meals, transportation, lodging, entertainment, conference entrance fees, gifts, or other payments ("Business Amenities") -- provided to customers and others comply with applicable laws, rules, and requirements (including internal policies of the recipient's employer).

Business Amenities must never be used to influence judgment, obtain unfair preferential treatment, or gain improper advantage. Business Amenities are proper only if reasonable, non-excessive, and are offered as part of a valid and approved program or promotion when related to Alauda products and services. Partners shall not seek special favors, such as favorable treatment in connection with a deal, by offering or providing lavish gifts, kickbacks, or things of value which are out of proportion given the situation at hand.

---

3. Trade Compliance and Export Controls

Alauda conducts global business in strict compliance with applicable international trade laws and sanctions and expects its Partners to do the same.

Partners must comply with all applicable export control and trade sanctions laws and regulations, including the Singapore Strategic Goods (Control) Act 2002, the Regulation of Imports and Exports Act 1995, and the United Nations Act 2001, and any regulations, orders, or subsidiary legislation made thereunder, as well as applicable sanctions and export controls administered by the relevant Singapore authorities (including Singapore Customs and the Monetary Authority of Singapore), the United Nations Security Council, and the relevant authorities in Partner's jurisdiction.

Partners may not export, re-export, or transship Alauda products, services, or technical data: (1) to any destinations subject to comprehensive trade sanctions under applicable Singapore law, United Nations Security Council resolutions, or other applicable sanctions regimes; (2) to any entity or individual specified on applicable restricted party lists maintained by Singapore, the United Nations, or Partner's local jurisdiction; or (3) for prohibited end-uses or to prohibited end-users described in applicable export control laws and regulations.

Partners are responsible for determining and complying with the export control and sanctions requirements applicable in their own jurisdictions, in addition to the requirements of Singapore law.

---

4. Fair Competition / Antitrust

Partners must comply with all applicable antitrust and competition laws. These laws may be known as monopoly, antitrust, fair trade, or cartel laws, and are intended to prevent interference with the functioning of a competitive market system and exist in almost all countries. Prohibited conduct may include: colluding with others to fix prices or divide territories, illegally monopolizing an industry, or unlawfully abusing a dominant position. We expect that Partners will not engage in conduct that unreasonably restrains trade or is deceptive or misleading.

Partners must comply with the Competition Act 2004 of Singapore and all other applicable antitrust, competition, and fair trading laws in the jurisdictions in which they operate.

---

5. Data Privacy, Information Security, and Insider Trading

5.1 Data Privacy

Partners must comply with all applicable data protection, data security, and privacy laws and regulations, including but not limited to the Singapore Personal Data Protection Act 2012 ("PDPA"), the European Union General Data Protection Regulation ("GDPR"), and all other applicable privacy and data protection laws in the jurisdictions in which they operate.

Partners must handle all personal data -- whether of customers, end users, employees, or other individuals -- lawfully, fairly, and transparently, and must implement appropriate technical and organizational measures to protect such data against unauthorized access, loss, destruction, or alteration.

5.2 Information Security

Partners must maintain reasonable information security controls and safeguards to protect Confidential Information of Alauda (as such term is defined in the Partner Program Agreement), trade secrets, and proprietary technical information from unauthorized access, disclosure, or use. Partners must promptly notify Alauda of any actual or suspected security breach that may affect Alauda data, systems, or customers.

5.3 Insider Trading

As a Partner, it is possible that you may obtain material, non-public information about Alauda, its affiliates, or other companies. You must use this information only for the purpose for which it was provided to you. Using such information for other purposes, such as to trade in securities or to share the information to allow others to trade in securities, even if inadvertent, is improper, constitutes a violation of this Code, and may be a violation of law, including the Securities and Futures Act 2001 of Singapore. These restrictions also apply to spouses and family members. You should be aware of these laws and consult your legal counsel for any related advice.

---

6. Conflicts of Interest; Integrity Obligations

6.1 Conflicts of Interest

Fairness and honesty in dealings requires the ability to act free of any improper influence or distraction. If the ability to act with objectivity is compromised, there may be a conflict of interest. Alauda requires its Partners to avoid any situations in which objectivity or the ability to conduct business honestly and ethically may be compromised. If a Partner is faced with a conflict of interest or a situation that could create the appearance of a conflict of interest in connection with Alauda business, Alauda expects the Partner to disclose the conflict to Alauda promptly.

Partners and their representatives who may be involved directly or indirectly in Alauda business are expected, when requested, to (1) certify that they are aware of and are in full compliance with this Code; and (2) complete regular training intended to help ensure that they understand the issues described in this Code and comply with its terms. Alauda may periodically review your compliance with this Code and ask you to certify that you have done so.

6.2 Financial Integrity

Partners must provide complete and accurate information in all submissions to Alauda. Partners must maintain their financial books, records, and accounts in accordance with applicable legal, regulatory, and accounting requirements, and in a manner that accurately reflects the true nature of the transactions they record. Such records must reflect the full extent of the Partners' commercial arrangements with Alauda, end users, and any other transacting parties. Outside of such official contracts and records, Partners may not make side agreements, including agreements to earmark, "park," or "pool" funds from one transaction for use in future transactions.

Since Partners order Alauda products and services for the benefit of end users, an order Alauda receives from one of its Partners should -- except for certain types of partner deals in which there is no firm commitment from an end user to purchase a firm quantity (e.g., OEM, embedded deals) -- correspond to an existing, legally binding order from the end user to purchase the same Alauda products or services from the Partner. As a result, Partners should not send premature orders to Alauda, prior to a firm commitment from the end customer, or otherwise agree to "pre-book" a deal.

6.3 Human Rights and Labor Practices

Alauda strongly opposes illegal human trafficking and forced labor (and all other forms of modern slavery) in any form. Partners shall comply with slavery, human trafficking, and child (and minimum age) labor laws of the country or countries in which they conduct business, shall ensure that slavery, servitude, forced or compulsory labor (including prison labor) and human trafficking are not taking place in their supply chains, and shall deal honestly, ethically, and fairly in these relationships.

Alauda expects that its Partners will promote a workplace free of harassment, abuse, and unlawful discrimination. Although we recognize that what constitutes "unlawful" discrimination may vary by jurisdiction, we expect that Partners will treat people fairly in hiring, compensation, access to training, promotion, termination, and retirement, and will not discriminate based on any protected characteristics (e.g., race, color, religious belief, sex, sexual orientation, gender identity or expression, ethnicity or national origin, physical or mental disability, or age).

Partners must also afford their workers humane working conditions and wages and working hours that comply with applicable laws, while also respecting the legal rights of workers to freely associate and bargain collectively, including by joining or refraining from joining trade unions.

---

7. Reporting Concerns

Working together to address potentially problematic behavior is essential to ensure both Alauda's and its Partners' future success.

Partners are required to promptly report to legal@alauda.io any unlawful or unethical conduct of their or Alauda's employees and representatives. They also must report conduct that is or is believed to be an actual, alleged, or potential violation of this Code.

Reports may be made through any of the following channels:

- **Email:** legal@alauda.io (subject line: "Partner Code of Conduct -- Concern")
- **Mail:** Head of Legal, Alauda Singapore Pte. Ltd., 6 Raffles Quay, #14-02, Singapore 048580

Reports may be made anonymously where permitted by law.

Alauda will not tolerate retaliation against any Partner or individual who, in good faith, reports a concern or cooperates in an investigation. All reports will be treated confidentially to the extent permitted by law and investigated promptly.

---

8. Enforcement and Consequences

Alauda takes compliance with this Code seriously. Failure to comply with this Code may result in one or more of the following actions, at Alauda's sole discretion:

- Issuance of a formal written warning requiring corrective action within a specified period;
- Suspension of Partner's participation in Alauda partner programs, pending investigation and resolution;
- Termination of the Partner Program Agreement, any Program Appendix, or participation in any Program, in whole or in part, upon written notice as permitted by Sections 9.5 and 13 of the Partner Program Agreement;
- Recovery of any damages, fees, or losses incurred by Alauda as a result of the Partner's non-compliance; and
- Referral to the appropriate governmental or regulatory authorities where Alauda believes a violation of law has occurred.

During the Term (as defined in the Partner Program Agreement) and for two (2) years thereafter, Partner must maintain commercially reasonable written records regarding its use and distribution of Alauda Products and its activities under the Partner Program Agreement. Alauda or its designee, acting in accordance with Section 12.2 of that agreement, may inspect those records, including through reasonable on-site visits during normal business hours on reasonable prior notice. Partner must respond promptly and reasonably cooperate with the verification.

Nothing in this Code limits or restricts any rights or remedies available to Alauda under the Partner Program Agreement, applicable law, or equity.

Alauda may update this Code from time to time; updates apply as provided in the Partner Program Agreement.

Alauda Partner Code of Conduct -- Version 1.2 -- July 2026 Alauda Singapore Pte. Ltd. (UEN 202524557C)