



# ThoughtSpot Partner Code of Conduct

## Applicability

This Partner Code of Conduct (“**Code**”) establishes the expectations of ThoughtSpot, Inc. and all its subsidiaries (“**ThoughtSpot**”) of the conduct of each business partner, including its respective employees, independent contractors and agents (“**Participant**,” “**you**” and “**your**”) throughout the world, including but not limited to alliance partners, referral partners, resellers, distributors, consulting and implementation partners, subcontractors, technology and development partners, vendors, suppliers and service providers. Compliance with this Code and your agreements with ThoughtSpot is required to maintain your status as a ThoughtSpot partner or vendor, in addition to compliance with all laws and regulations that apply to your business activities. It is the intention of ThoughtSpot to discontinue its relationship with you upon your violation of this Code unless a plan to achieve compliance is agreed upon between you and ThoughtSpot. Your ethical responsibilities under this Code may be broader than what is required by law; however, in the event that an applicable law is more restrictive than the requirements of this Code, you must always comply with such law.

## Your Policy and Controls

As part of our shared commitment, ThoughtSpot expects you to maintain a written code of business conduct policy that is available to, and binding on, your employees and agents, that incorporates the laws applicable to your business and promotes integrity of action.

## Questions and Concerns

If you have questions or concerns about compliance or ethics issues or want to report a suspected violation, please send an e-mail to: [Legal@ThoughtSpot.com](mailto:Legal@ThoughtSpot.com). Your message will be routed to the appropriate representative for assistance.

## Compliance with Laws and Standards

### Compliance with Laws

ThoughtSpot expects you to be knowledgeable about the laws that apply to you and your business. You are required to comply with all laws and regulations that apply to your business, wherever conducted. This Code is not offered as legal advice or comprehensive guidance. Please consult with a licensed attorney for questions regarding the laws and regulations that apply to your business.

## **Anti-Corruption**

Anti-corruption laws such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act prohibit bribing any person to obtain or retain business or obtain an unfair advantage in a business transaction. You must comply with these laws, which govern the conduct of ThoughtSpot and its subsidiaries in addition to similar local laws and regulations. You may not offer, give, pay, promise or authorize any direct or indirect payment or provide anything of value (including, but not limited to, kickbacks, gratuities, gifts, favors, entertainment, loans or fees) to anyone for the purpose of obtaining or retaining business or improperly influence any action or decision, including to any government official (including any employee of a business in which the government asserts any management control over or has an ownership stake in the enterprise, official of a public international organization, political party or candidate for political office), ThoughtSpot director, officer, employee or agent, or any third party company director, officer, employee or agent of a commercial customer or supplier. Where permissible, travel expenses and business amenities provided to government officials must be reasonable, directly related to product demonstration and not for the purpose prohibited above nor can be reasonably construed as a bribe or improper inducement. Information regarding the U.S. Foreign Corrupt Practices Act is available at the U.S. Department of Justice's website: [www.usdoj.gov/criminal/fraud/fcpa](http://www.usdoj.gov/criminal/fraud/fcpa). Information regarding the U.K. Bribery Act is available at the U.K. Serious Fraud Office's website: [www.sfo.gov.uk/bribery--corruption](http://www.sfo.gov.uk/bribery--corruption).

## **Competition Laws**

You must fully comply with all applicable antitrust and competition laws and regulations. You must not: propose or agree with any competitor to fix, restrict, adjust or control prices, margins, or terms and conditions; coordinate competing bids or otherwise orchestrate any bid process in the attempt to direct a contract to a particular competitor; boycott suppliers or customers; divide or allocate markets or customers; limit the production or sale of products or product lines; or otherwise discuss, plan or arrange with customers, suppliers or competitors an unfair restraint on competition.

## **Government Sales**

Business activities with government customers and entities partially owned by government may require compliance with special regulations that do not apply to other customers. You must strictly observe the laws, rules and regulations that govern the acquisition of products and services by any government entity of any country and the performance of government contracts.

## **Trade Laws and Export Controls**

You must comply with applicable economic sanctions and trade embargoes when involved in any transaction of ThoughtSpot products or services. You must not participate in any economic boycott that was not sanctioned by the United States of America. United States export laws govern export, re-export

and use of products and technical data of United States origin, wherever located or sold from, and you must comply fully with such export laws in addition to applicable non-U.S. and multilateral export laws. You may not export, re-export or transship ThoughtSpot products, services or technical data: (1) to any destination subject to U.S. embargoes or trade sanctions; (2) to any entity or individual specified on U.S. government-maintained exclusion lists; or (3) for use directly or indirectly in the design, development or fabrication of nuclear, chemical, or biological weapons or missile technology. You must immediately notify ThoughtSpot if you become prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. Information regarding economic sanctions and trade embargoes are available at the U.S. Treasury's website: [www.treasury.gov/resource-center/sanctions](http://www.treasury.gov/resource-center/sanctions).

### **Labor Standards**

You must comply, and require that each of your suppliers comply, with: (1) all health and safety regulations; (2) laws protecting the rights of persons with disabilities; (3) domestic and international labor laws, including but not limited to minimum wage and maximum working hour requirements; (4) prohibitions against child labor laws; and (5) fair labor practices, including but not limited to laws prohibiting discrimination based on race, color, age, gender, sexual orientation, ethnicity, religion, disability, union membership, marital status or political affiliation.

## **Acting with Integrity**

### **Gifts and Courtesies**

You must not seek favors that might reasonably be construed to be designed to influence the recipient, 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 to the situation. You must ensure that expenditures on the personnel and representatives of customers and ThoughtSpot are reasonable and in the ordinary and proper course of business. A general guideline for evaluating whether a business courtesy is appropriate is whether public disclosure would be embarrassing to you, ThoughtSpot or the recipient.

### **Honest Representation**

All your marketing, advertising, social media, promotional and sales practices must: avoid misleading, deceptive, inaccurate, exaggerated, false or unfair representations regarding your business, the ThoughtSpot products and services, or your comparisons with competitors; reference ThoughtSpot, its logos, products and services truthfully, accurately, completely, and in compliance with ThoughtSpot's policies; not make or attempt to make any unauthorized commitments on behalf of ThoughtSpot or a customer; refrain from committing ThoughtSpot to future functionality to third parties; clearly disclose the material terms and limitations of advertised offers; describe any direct agreements necessary between

the customer and ThoughtSpot necessary to receive the product or service; refrain from any false documentation, fraudulent contracts, forged letters or any other false or inaccurate record; or defame or disparage ThoughtSpot, competitors, customers, or other ThoughtSpot business partners.

### **Conflicts of Interest**

You must avoid situations or relationships that may involve an inappropriate conflict, or the appearance of a conflict, with the interests of ThoughtSpot. In the event that you have an actual or potential circumstance that could cast doubt on your ability to conduct business with ThoughtSpot with complete objectivity, then you must report all pertinent details to ThoughtSpot so that ThoughtSpot may review the conflict. Likewise, you must not ask or encourage ThoughtSpot employees to violate the ThoughtSpot employee conduct guidelines.