

# Cognyte Third Party Code of Conduct

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## Cognyte Values – A Message from Cognyte’s CEO, Elad Sharon

We set high standards for our own corporate and individual behavior as detailed in the Cognyte Code of Conduct: Ethics Promote Excellence. Cognyte is built on the five core values of doing good, being strongly connected, bringing value in every touch point, rising to the challenge, and never standing still. These shape the way we do business with our customers, our partners, and each other. They express the company we want Cognyte to be - from the people we hire to the way we design our products - and they guide us in the decisions we make every day. These values embody the spirit of Cognyte and form the foundation for superior solutions, unparalleled service, and an unwavering commitment to your success.

Through the Cognyte Code of Conduct, Cognyte has established company standards that include ethical business practices and regulatory compliance. These standards apply to all Cognyte employees, contractors, directors, and officers.

On behalf of our stakeholders, we require our vendors, partners, contractors, resellers, distributors consultants, suppliers, representatives, and any other agents acting on behalf of Cognyte, along with their subsidiaries, affiliates and sub-contractors, (each a “Third Party”) to embrace this commitment to integrity in carrying out their work.

The following “Third Party Code of Conduct” details each Third Party’s obligations as a condition of doing business with Cognyte Software Ltd. and its subsidiaries (collectively, “Cognyte”).

## Compliance with the Third Party Code of Conduct

Cognyte is committed to:

- + A standard of excellence in every aspect of our business and in every jurisdiction in which we operate;
- + Legal, ethical and responsible conduct in all of our operations;
- + The protection of our intellectual property and confidential and proprietary information;
- + Respect for the rights of all individuals, including:
  - Advancement of human rights; and
  - Fair and non-discriminatory labor practices; and
- + Prompt reporting and resolution of violations and potential violations of the Code of Conduct.

We expect all Third Parties to make these same commitments. Though these standards cannot address every conceivable situation, each Third Party is obligated, in all of their activities, to operate in full compliance with the laws, rules and regulations of the countries in which they operate. The fact that an issue is not specifically addressed herein does not relieve a Third Party of their obligation to maintain the highest ethical standards under any and all circumstances. At a minimum, we require that all Third Parties meet the standards established herein. By conducting business with Cognyte, each Third Party: (i) agrees that the requirements detailed in this Third Party Code of Conduct are incorporated into each contract applicable to that business conduct, and are binding on the Third Party, and (ii) represents and warrants its continued compliance with these standards during any period of performance with or for Cognyte.

## Work Environment

**Child Labor:** Third Parties must not use child labor as defined by the International Labor Organization, and adopt procedures to ensure that they are not using child labor .

**Equal Employment Opportunity:** Cognyte makes all decisions of employment with consideration to appropriate principles of Equal Employment and Affirmative Action. Third Parties are likewise obligated to make decisions regarding hiring, developing, promoting and providing other terms and conditions of employment without regard to a person's sex, race, color, age, national origin, religion, disability, marital status, sexual orientation, gender identity, citizenship, pregnancy, or veteran status, or any other status protected by applicable law.

**Non-Discrimination:** Third Parties must provide a workplace free of harassment and discrimination. Discrimination for reasons such as race, color, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status is not condoned.

**Accommodations for Individuals with Disabilities:** Third Parties must be committed to working with, and providing reasonable accommodations for, employees and applicants with physical or mental disabilities, consistent with applicable law.

**Alcohol and Drugs:** Third Parties must not possess illegal drugs or controlled substances while on Cognyte premises or while conducting business with or for Cognyte. This prohibition does not include legally obtained medications used as directed by a licensed medical practitioner. Third Parties must comply with all background check requirements of Cognyte and/or its customers for any Third-Party employees and contractors while conducting such business.

**Fair Treatment:** Third Parties must provide a workplace free of harsh and inhumane treatment, including any sexual, physical, psychological or verbal harassment, abuse or intimidation corporal punishment, mental or physical coercion and no threats of any such treatment.

**Involuntary Labor & Lawful Employment:** Third Parties must not force, bond or have involuntary labor and must allow employees to discontinue employment upon reasonable notice. Third Parties must validate and review all relevant documentation to ensure that every employee has legal right to work in that jurisdiction.

**Wages, Benefits, & Working Hours:** Third Parties must comply with and pay workers according to applicable wage and hour laws, including minimum wages, overtime hours, and mandated benefits.

**Freedom of Association:** Open communication and direct engagement with workers to resolve workplace and compensation issues is encouraged. Third Parties must respect the rights of workers, as set forth in local laws, to associate freely, join or not join labor unions, seek representation and join workers' councils.

**Health and Safety:** Third Parties must provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations, ensuring, at a minimum, reasonable access to potable water and sanitary facilities, fire safety, and adequate lighting and ventilation. Third Parties must provide appropriate safety equipment and training, and:

- + Ensure that employees are not overexposed to chemicals, physical hazards or physically demanding tasks in the workplace.

- + Safety information is made available to educate, train and protect employees from hazards.
- + Have emergency plans and response procedures.

Third Parties are expected to support this Third-Party Code of Conduct at their own locations and when on-site at Cognyte or its customers.

**Retaliation:** All workers should be encouraged to report in good faith concerns or illegal activities in the workplace, without the threat of reprisal, intimidation or harassment.

**Protection of the Environment:** Cognyte recognizes that environmental responsibility is essential to providing world-class products and services. Third Parties must comply with all applicable environmental regulations (e.g. permits, licenses, information registration, and operational and reporting requirements) and must operate in an environmentally responsible and efficient manner and minimize adverse impacts on the environment. Third Parties are encouraged to conserve natural resources, to avoid the use of hazardous materials where possible and to engage in activities that reuse and recycle.

## Conducting Business with Cognyte

### Legal and Regulatory Compliance Practices

**Trade:** Third Parties must comply with instructions reflecting Cognyte's policies on financial sanctions and trade controls and, to the extent permitted under local law, Third Parties must comply with all applicable financial sanctions and trade control laws (including United States and United Nations sanctions), as well as laws and regulations governing exports, reexports, and imports, and must perform adequate due diligence prior to engaging with third parties. As a reminder, U.S. sanctions and export control laws have broad extraterritorial effects based on involvement of U.S. persons, U.S.-origin goods, or foreign-produced goods that incorporate certain U.S. content or are produced using certain technology or software subject to U.S. export controls, so even transactions between non-U.S. companies outside the United States may be subject to U.S. restrictions.

**Fair Competition:** Third Parties must not enter into an arrangement with competitors to fix prices, margins, terms and conditions, markets and customers.

**Boycotts:** Third Parties must not solicit Cognyte's participation in any international boycott that is not sanctioned by the United States government, including the Arab League Boycott of Israel.

**Human Rights:** Third Parties engaged in business activities with Cognyte are expected to adhere to internationally recognized human rights standards, including the UN Guiding Principles on Business and Human Rights, the Organization for Economic Cooperation & Development Guidelines for Multinational Enterprises, the International Bill of Human Rights, and the International Labor Organization ("ILO") Declaration on Fundamental Principles and Rights at Work. If you have reason to believe that an existing or proposed customer may misuse our products to abuse human rights, you may not resell or distribute the product to such customer absent review and written approval by Cognyte's Trade Compliance Team, and you must promptly report any such concerns to Cognyte's Trade Compliance Team at [TradeCompliance@cognyte.com](mailto:TradeCompliance@cognyte.com) or in our [Ethics Hotline](#).

**Bribery and Anti-Corruption:** Bribery is an offer or promise to give, or actually giving, *anything of value* directly or indirectly to another person or organization to improperly influence the performance of a duty or to obtain or retain business, secure a benefit or obtain any other advantage. "Anything of value" includes money and cash equivalents (e.g., gift cards) as well as:

1. Stock
2. Entertainment
3. Discounts that are not readily available to the public on products and services
4. Offer of employment
5. Assumption or forgiveness of debt
6. Payment of travel expenses
7. Personal favors
8. Charitable contributions
9. Gift items

## 10. Political contributions

The term “payment” includes transfer of money, bonds or any other property, expenses, provision of services of any type, the assumption or forgiveness of any indebtedness, or any other transfer of goods, services, tangibles, or intangibles that accrue to the benefit of the ultimate recipient or promotes his or her business.

Corruption is the misuse of public office or power for private gain, or misuse of private power in relation to business outside the realm of government.

Third Parties must not tolerate, permit or engage in bribery, embezzlement, extortion, kickbacks or other forms of corruption in dealings with any government official or employee or any individual in the private sector.

For purposes of this document, a “government official” is interpreted broadly and includes (1) any officer, employee or appointee of any government, or of any government agency or instrumentality, including any corporation owned or controlled by the government (or anyone acting on its behalf); (2) any officer or employee of certain public international organizations such as the United Nations, World Bank, International Finance Corporation, the International Monetary Fund, or the Inter-American Development Bank; (3) any person acting in an official capacity on behalf of any government department, agency, instrumentality, or public international organization, including members of any country’s military or some members of royal families and some tribal leaders; and (4) any political party, political party official or employee, or any candidate for political office; and (5) a family member of any of the individuals in categories (1) - (4). The Company’s Legal Department or should be contacted if there is a question as to whether an organization should be treated as a [foreign / government official or] public international organization for the purpose of this Global Anti-Corruption Policy and Procedure

Third Parties must abide by all applicable local, national and international laws, expressly including, but not limited to, the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, the Brazil Anti-Bribery Act and the related principle in the United Nations Global Compact, which provides that “business should work against corruption in all its forms, including extortion and bribery.” Third Parties and their officers, directors, employees and agents must engage only in legitimate business and ethical practices in commercial operations and must not directly or indirectly pay, offer, give, promise or authorize payment of anything of value to another party for the purpose or intent to influence them to assist Cognyte or Third Party in obtaining or retaining business or securing an improper advantage. Third Parties must not accept any payment or other benefit as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of Cognyte. Third Parties are required to report if they are asked to pay a bribe. If this happens, contact the [Ethics Hotline](#). You are also prohibited from offering, authorizing, or making facilitation payments, which are payments to expedite or secure a routine, non-discretionary government action to government officials on Cognyte's behalf.

**Insider Trading and Tipping:** During the course of the engagement, Third Parties may come into possession of inside information, the unauthorized use of which could result in violation of insider trading laws as well as Cognyte's Insider Trading Policy. In general, these laws prohibit buying or selling stock in any public company, including Cognyte, when the individual has material information that has not been released to the public. Third Parties must refrain from communicating material nonpublic information to anyone who might use it to buy or sell securities and must refrain from doing so themselves. "Tipping" others may violate laws and can result in penalties to all parties involved, including Cognyte and the Third Party.

**Due Diligence:** Cognyte has the right to conduct risk-based due diligence on Third Parties at any time, which may include requesting information about the Third Party and copies of its compliance policies and programs. Third Parties are expected to cooperate fully with Cognyte's due diligence processes. Changes to a Third Party's ownership, senior management, corporate structure, business model, key personnel, subcontractors or any other factor that could impact Cognyte's evaluation must be communicated promptly to Cognyte.

## Business Practices and Ethics

**Business Records:** Third Parties must honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy. Create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements.

**Press and Social Media:** Third Parties must not speak to the press on behalf of Cognyte or with respect to Cognyte, unless authorized in writing to do so by Cognyte. Be mindful that what is said will be visible by everyone, including others outside the third party and Cognyte, such as Cognyte customers, its competitors, and the media. Such restrictions include, but are not limited to, writing about specific Cognyte products, services, or customers.

**Gifts:** Third Parties are prohibited from offering anything of value to obtain or retain a benefit or advantage for the giver, or anything that might appear to influence, compromise judgment, or obligate the Cognyte employee. If offering a gift, meal, or entertainment to Cognyte employees, use of good judgment, discretion, and moderation must be applied. Ensure that gifts and business entertainment are not offered close in time to a major business decision or in an attempt to gain special treatment. Any gifts, meals, or entertainment must comply with applicable law, and must not violate either the Third Party's or Cognyte's policies on the matter and must be consistent with local custom and practice. Third Parties are not allowed to give gifts of any value to any member of the Cognyte global procurement group or its representatives.

**Conflicts of Interest:** A Third Party must avoid the appearance of or actual improprieties or conflicts of interests. Third Parties must not deal directly with any Cognyte employee whose spouse, domestic partners, or other family member or relative holds a significant financial interest in the Third Party. In the course of negotiating any agreement with Cognyte, or performing obligations for or on behalf of Cognyte, dealing directly with the Third Party's personnel's spouse, domestic partner, or other family member or relative employed by Cognyte is also prohibited.

Third Parties must promptly disclose any actual, potential, or perceived conflicts of interest to Cognyte in writing as soon as they arise. Cognyte reserves the right to assess such disclosures and take appropriate action, including requiring mitigation measures or termination of the relationship if necessary.

**Fraud:** Cognyte strictly prohibits any form of fraud, deception, or misrepresentation by third parties, including suppliers, vendors, contractors, and business partners.

For this purpose, “fraud” is defined as an intentional act of deception that results in financial or regulatory misconduct. Third parties must not engage in nor tolerate any fraudulent activities, including but not limited to:

- + Offering or accepting bribes, kickbacks, or inducements.
- + Submitting fraudulent invoices or financial records.
- + Engaging in corrupt or deceptive practices.
- + Misappropriating funds, assets, or proprietary information.
- + Disclosing confidential business activities without authorization.

Consultants, representatives, and agents of Cognyte must not act on the Company’s behalf in any manner inconsistent with the above. Third Parties are also required to promptly report to Cognyte all incidents of fraud of which they become aware that are connected to business with Cognyte. Such reports can be done through Cognyte’s [Ethics Hotline](#) or directly to Cognyte Compliance Legal Department via [TradeCompliance@Cognyte.com](mailto:TradeCompliance@Cognyte.com).

If there is any question as to whether an action constitutes fraud, Third Parties may contact [TradeCompliance@cognyte.com](mailto:TradeCompliance@cognyte.com) for clarification.

## PROTECTION OF ASSETS AND INTELLECTUAL PROPERTY

**Information Security Practices:** Third Parties must protect and responsibly use the physical and intellectual assets of Cognyte, including intellectual property, tangible property, supplies, consumables and equipment, when authorized by Cognyte to use such assets, and in accordance with all contractually agreed terms with Cognyte.

Third Parties must use Cognyte-provided information technology and systems (including email) only to the extent authorized by Cognyte, and then only for authorized Cognyte business-related purposes.

Third Parties must comply with all Cognyte requirements and procedures for maintaining passwords, confidentiality, security and privacy as a condition of providing Cognyte with goods or services or receiving access to the Cognyte internal corporate network, systems and buildings. All data stored or transmitted on Cognyte owned or leased equipment is to be considered private and is the property of Cognyte. Cognyte may monitor all use of the Cognyte network and all systems (including email) and may access all data stored or transmitted using the Cognyte network.

**Security of Company and Personal Data:** Third Parties must handle and process data on behalf of Cognyte or its customers only for the purposes for which it was collected, received or otherwise made available, in accordance with the directions provided by Cognyte, and subject to technical and organizational security measures necessary to safeguard it against loss, alteration, unauthorized disclosure, access or other unlawful forms of processing.

**Intellectual Property:** Third Parties must comply with the intellectual property ownership rights of Cognyte and others including but not limited to copyrights, patents, trademarks, and trade secrets; and manage the transfer of technology and know-how in a manner that protects intellectual property rights.

**Vendor Information Security Requirements:** In addition to the general requirements detailed above, a Third Party must comply at all times with Cognyte's Vendor Information Security Requirements.

By conducting business with Cognyte, each Third Party: (i) agrees that the requirements detailed in the Vendor Information Security Requirements are incorporated into each contract applicable to that business conduct, and is binding on the Third Party, and (ii) represents and warrants its continued compliance with the Vendor Information Security Requirements during any period of performance with or for Cognyte.

Each of the foregoing requirements also apply to Third Parties with respect to any applicable Cognyte customers.

## Other Laws

Third Parties must comply with all applicable local, national and international laws, regulations, treaties and industry standards, including, without limitation, those pertaining to the manufacture, pricing, sale, and distribution and safety of the relevant products and/or services.

In the event that the requirements of this Third Party Code of Conduct are stricter than applicable local, national, or international law, Third Party must comply with this Third Party Code of Conduct. However, if there is any conflict between the requirements of this Third Party Code of Conduct and the requirements of any applicable local, national, or international law, the Third Party is to comply with the local, national, or international law. The Third Party must notify Cognyte in writing of any such conflicts.

**U.S. Government Procurement Regulations –** A Third Party that supports a Cognyte contract with the U.S. Government must comply with the rules governing U.S. government contracts, including requirements and restrictions regarding fair competition, gifts for and employment of U.S. government employees, quality of products and services, accounting and pricing and allowable costs, and the accuracy of invoices and other data submitted. To ensure compliance with provisions in the U.S. Federal Acquisition Regulations requiring disclosure of suspected violations of law, Third Parties supporting Cognyte contracts with the U.S. Government must promptly report suspected violations of this Third Party Code of Conduct or any law or regulations to Cognyte's Compliance Team, either via their primary Cognyte contact or via our [Ethics Hotline](#).

## Code Compliance

Third Parties agree to permit Cognyte and its representatives to assess their compliance with this Code in connection with their engagement with Cognyte. In the event of any confirmed or suspected non-compliance, Third Parties must fully cooperate with any related investigation by Cognyte and must promptly implement robust remedial measures to prevent reoccurrence of any non-compliance. Without limiting the foregoing, Cognyte does not assume any duty to monitor or ensure compliance with this Code, and Third Parties remain solely responsible for compliance by their directors, officers, employees, representatives, and business partners.



## Contact Information and Escalation Procedures

For questions about this Code, or to report illegal or unethical activity or other possible violations of the Code, please contact your primary Cognyte contact or contact us via our [Ethics Hotline](#), which is available 24/7 and permits anonymous reporting.

|                            |       |
|----------------------------|-------|
| Signature:                 | _____ |
| Name & Title of Signatory: | _____ |
| Name of Company:           | _____ |
| Agreed and accepted on:    | _____ |