

An abstract graphic on the left side of the page, composed of blue wireframe lines forming a complex, multi-faceted shape that resembles a stylized letter 'A' or a similar geometric form. The lines are thin and create a sense of depth and movement.

# **Autodesk<sup>®</sup>**

## **Partner Code of Conduct**

## **Our Partner Code of Conduct**

Autodesk is committed to doing business honestly and ethically everywhere we operate. This commitment extends to all those with whom we do business, including our customers and business partners. Likewise, we expect our business partners to act honestly, ethically, and legally in all dealings with Autodesk and our employees, customers, suppliers, business partners, and government officials.

This Partner Code of Conduct outlines the standards and practices that Autodesk expects our partners to follow while conducting business with or on behalf of Autodesk. All Autodesk business partners (“Partners”) are required to read and comply with these standards and to ensure that the requirements are communicated, understood, and followed by their employees. These standards are intended to enhance the requirements and terms outlined in your particular Autodesk partner agreement (whether a Value Added Distributor Agreement, Value Added Reseller Agreement, Volume Channel Partner Agreement, Master Services Agreement, Services Agreement, or another type of agreement). A violation of this Partner Code of Conduct will constitute a breach of your agreement with Autodesk and may result in termination of your status as a Partner.

### **1. Anti-corruption**

Autodesk has zero-tolerance for bribery, kickbacks, and corruption. Partners must not offer, give, promise, or authorize the giving of anything of value, such as money, a favor, a fee, a job, entertainment, a gift, a loan, a rebate, a reward, a payoff, travel expenses, charitable donations, or products, to anyone to obtain any business, to improperly influence any act or decision, or to otherwise gain an improper advantage.

Partners must comply with all applicable anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all local anti-bribery laws.

## **2. Antitrust and Fair Competition**

Autodesk expects Partners to win business through fair and honest competition. Partners must not propose or enter into any agreement (whether formal or informal) with any competitor that harms or reduces competition. For example, agreements to fix or control prices for Autodesk products or services, boycott suppliers or customers, divide or allocate customers or markets, or coordinate on the bidding process are strictly prohibited. Partners must not attempt or even discuss such activities with Autodesk employees, other Autodesk business partners, or representatives of other companies.

In addition, Partners must not share competitively sensitive information such as price, profit or profit margin, exchange rates, costs, credit terms, or quotes for a specific customer's business with any of their competitors.

Partners must compete fairly in their dealings with customers. Partners must comply with all applicable laws governing exclusionary contracts and discounts, below cost pricing and predatory practices, and false advertisement and business disparagement. Partners must not make any false representations to anyone or engage in other misleading or deceptive conduct in relation to any Autodesk product, service, or transaction.

Partners must comply with all applicable antitrust and competition laws and regulations, including all U.S. and local laws, and all competition law program rules published by Autodesk.

## **3. Business Courtesies**

Partners must use good judgment, discretion, and moderation when giving or accepting gifts or entertainment involving any Autodesk customer, Autodesk employee, or family member of an Autodesk employee. Regardless of local practice or custom, when extending or receiving common business courtesies, Partners should not request, accept, offer to give, or give anything of value that would give the appearance of impropriety, or create the impression that the gift or entertainment was intended in any way to improperly influence a business relationship.

#### **4. Financial Integrity and Accounting**

Partners must maintain accurate and complete books and records related to their agreements with Autodesk, all transactions related to sales of Autodesk products and services, and all transactions or other expenditures with respect to any Autodesk-related business. Partners must not facilitate the creation or preparation of any false, misleading, or inaccurate document relevant to Autodesk business. Business records must be maintained in accordance with record retention policies and all applicable laws and regulations, including where relevant, Sarbanes-Oxley, and Internal Revenue Service requirements.

#### **5. Conflicts of Interest**

Partners must avoid situations, activities, and relationships that may result in an inappropriate conflict or the appearance of a conflict with Autodesk's interests. Partners must notify Autodesk if there is an actual or potential conflict of interest with Autodesk or any of its employees. While it is not possible to list every conceivable conflict of interest, a Partner must disclose to Autodesk if the Partner (or someone employed by the Partner) is employed by or has a financial interest in Autodesk, or if Partner (or someone employed by the Partner) has a family member who is employed by or has a financial interest in Autodesk.

#### **6. Export Controls**

Partners must comply with all U.S. and local export, re-export, and economic sanctions laws and regulations, restrictions reflected in relevant Autodesk licenses, agreements, or program materials, and any other trade compliance restrictions applicable to Autodesk-provided products and services, regardless of whether the product or service is Autodesk-branded.

Partners must not—directly or indirectly—export, re-export, or transfer Autodesk products, or make Autodesk products or services available, to restricted destinations, to restricted end users, or for restricted end uses

without first obtaining all approvals or licenses required under U.S. or other applicable laws and regulations. In addition, Partners must not provide or facilitate the submission of misleading or inaccurate information concerning end destinations, end users, and potential end uses of Autodesk products, and they must promptly notify Autodesk if they learn a product or service has been made available to someone who is ineligible to receive it under applicable law. Partners are responsible for understanding how the export control laws and regulations apply and for monitoring changes to them.

## **7. Government Customers**

Certain activities that may be customary and appropriate when dealing with commercial or non-government customers may be improper or even illegal when dealing with government or government-owned or government-controlled customers (including prime and lower tier contractors) at all levels, including federal, state, and local jurisdictions.

Partners must not directly or indirectly lobby on behalf of Autodesk without written authorization from Autodesk. This prohibition includes attempts to influence legislation, regulations, appropriations, rulemaking, executive orders, ratemaking, or other government policies or programs.

In addition, Partners are responsible for understanding and complying with all laws, rules, and regulations that apply to government contracting and interactions with government officials and employees, including regulations governing procurement lobbying and attempts to influence the negotiation, award, or administration of government contracts, grants, and other such procurements, as well as matters such as loans, permits, and licenses. This includes, for example, understanding and complying with all lobbying registration and reporting obligations in each jurisdiction where the Partner is doing business.

## **8. Insider Trading**

Partners must comply with all applicable U.S. and local insider trading and securities laws governing transactions in the securities of Autodesk. Partners

may sometimes receive material, non-public information about Autodesk and Autodesk customers, vendors, suppliers, distributors, or other companies engaged in business or contemplating a transaction with Autodesk. Partners must not use such information for the personal benefit of the Autodesk partner, its employees, or any other person. Non-public information is also subject to the restrictions discussed in the section of this Partner Code titled “Data Protection and Confidentiality.”

## **9. Data Protection and Confidentiality**

Partners must protect Autodesk’s and its customers’ information, not disclose it to any unauthorized third party, and use it only for business with Autodesk or Autodesk’s customers pursuant to applicable agreements and data privacy and security laws. Partners also must comply with all government data use restrictions including those pertaining to the International Traffic in Arms Regulations, classified materials, and controlled unclassified technical data. Autodesk’s software, documentation, or other materials are considered Autodesk confidential information and may not be reproduced without the express written consent of Autodesk.

## **10. Intellectual Property**

Partners must respect Autodesk’s intellectual property rights and the intellectual property rights of others. Partners must comply with all applicable agreements and U.S., local, and all other applicable laws relating to Autodesk’s intellectual property rights. Partners may not misuse any Autodesk trademarks or copyrighted materials or improperly disclose Autodesk’s confidential information or trade secrets. Partners also are prohibited from infringing on the intellectual property rights of third parties in any manner related to their Autodesk partner status. Partners must notify Autodesk of any unauthorized use of Autodesk’s copyrights, trademarks, trade secrets, proprietary, or confidential information by a third party.

## **11. Human Rights, Labor Standards, and Fair Labor Practices**

Autodesk is committed to protecting and promoting human rights wherever it does business. Autodesk expects Partners to (a) support internationally recognized human rights and treat their own employees fairly, with dignity and respect, (b) comply with all applicable laws and regulations regarding health and safety in the workplace, wages, and benefits, and (c) work toward the eradication of human trafficking and slavery and the elimination of child labor in their operations and in their supply chains. In addition, Autodesk expects Partners to support fair labor practices, including the freedom to associate, and to create a work environment that is free from harassment and discrimination.

Partners must comply with all relevant slavery and human trafficking laws in the countries in which they do business. Autodesk may require additional written certification of compliance with these laws from Partners.

## **12. Environmental Laws**

Partners must conduct their operations in compliance with all applicable environmental laws, regulations, and standards.

## **13. Reporting**

If you become aware of any potentially improper conduct by an Autodesk employee, agent, consultant, or partner, you should report this activity via the Autodesk Business Ethics and Compliance Hotline at 855-822-9535, or via the corresponding web portal at [www.autodesk.ethicspoint.com](http://www.autodesk.ethicspoint.com). Where permitted by law, reports through the Autodesk Business Ethics and Compliance Hotline or web portal can be made anonymously.