



**Autodesk®  
Partner Code of  
Conduct**

## ***Autodesk Partner Code of Conduct***

Autodesk is committed to creating a culture and environment focused on compliance and ethical behavior in all of the markets in which we do business. This commitment extends to our interactions and relationships with our customers and partners. As a valued partner, Autodesk expects you to conduct your business with the highest ethical standards and to avoid engaging in any activity that may create even the appearance of impropriety. We expect you to act honestly, ethically and legally in all dealings with customers, suppliers, business partners and government officials.

### **Partner Code of Conduct**

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 of our 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 (including but not limited to Value Added Distributor Agreements, Value Added Reseller Agreements, Master Services Agreements, and Services Agreements). A violation of this Partner Code of Conduct will constitute a breach of your agreement with Autodesk and may result in action up to and including termination of your status as an Autodesk partner.

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

Autodesk's partners must comply with all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all local anti-bribery laws. Autodesk's partners shall not make, attempt to make, offer or authorize any unlawful payment, thing of value, favor, bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment to a foreign or domestic government official, non-government partner or customer, for the purpose of influencing an act or decision (including a decision not to act) or inducing such a person to use his or her influence to affect any such act or decision to obtain, retain, or direct any business.

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

Autodesk's partners must comply with all applicable antitrust and competition laws and regulations. Autodesk's partners must not enter into agreements or otherwise conspire, collude or coordinate their business conduct in a manner that harms competition, for example by attempting to fix, adjust, or control prices for Autodesk products or services, boycotting suppliers or customers, dividing or allocating customers or markets, or coordinating with competitors on the bidding process. Where Autodesk has instituted a program in compliance with applicable antitrust and competition laws, Autodesk's partners must comply with the program's rules as published by Autodesk.

#### **3. Business Courtesies**

Autodesk's partners must use good judgment, discretion, and moderation when giving or accepting gifts or entertainment in business settings. When extending or receiving common business courtesies, our partners should not request, accept, offer to give, or give anything of significant

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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**

Autodesk's partners must provide and maintain accurate and complete books and records related to their agreements with Autodesk and/or any transactions for Autodesk products or services.

Business records must be maintained in accordance with relevant record retention policies and all applicable laws and regulations, including where relevant, Sarbanes-Oxley, and applicable Internal Revenue Service requirements.

### **5. Conflict of Interest**

Autodesk's partners shall not engage in any activity that may interfere with their contractual obligations to Autodesk, be perceived as a conflict of interest, or raise even the appearance of impropriety. If you feel that you have an actual or potential conflict of interest with Autodesk or any of its employees, you must notify Autodesk.

### **6. Export Compliance**

Autodesk's partners must comply with all applicable export laws and regulations. Our partners must not, directly or indirectly, download or otherwise export, re-export, or transfer Autodesk products to restricted countries, to restricted end users, or for restricted end uses. In addition, our partners must not provide or facilitate the submission of misleading or inaccurate information concerning end users and potential end uses of Autodesk products. For more information on export compliance at Autodesk see: <http://usa.autodesk.com/adsk/servlet/index?siteID=123112&id=781062>.

### **7. Government Customers**

Certain activities that may be customary and appropriate when dealing with non-government customers may be considered improper or even illegal when dealing with government or government-owned or government-controlled customers. Consistent with Autodesk's policies, our partners should not directly or indirectly lobby for Autodesk. This prohibition includes efforts to influence the formation, adoption or modification of legislation, rulemaking, executive orders, ratemaking or other government policies or programs. In addition, Autodesk partners that sell to government-owned or government-controlled customers must understand and comply with all laws, rules, procurement regulations and contract clauses that relate to the acquisition of goods and services by such customers, including regulations governing attempts to influence the negotiation, award or administration of government contracts, loans, permits, licenses and other such procurements.

### **8. Insider Trading**

In the course of its dealings with Autodesk, our partners may sometimes receive material, non-public information about Autodesk. Such information shall not be used for the personal benefit of the Autodesk partner, its employees, or any other person. Autodesk's partners must comply with all applicable insider trading and securities laws governing transactions in the securities of Autodesk.

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### **9. Data Protection/Confidentiality**

As detailed in your Autodesk partner agreement, you must protect any confidential or proprietary information you might obtain or receive in the course of your business relationship with Autodesk or its customers. Our software, documentation or other materials may not be reproduced without the express written consent of Autodesk.

### **10. Human Rights**

Autodesk is committed to protecting and promoting human rights wherever it does business. We expect our business partners to support internationally recognized human rights and comply with all applicable laws and regulations regarding health and safety in the workplace, the eradication of human trafficking and slavery, and the elimination of child labor. In addition, we expect our partners to support fair labor practices, including the freedom to associate, and a work environment that is free from harassment and discrimination.

### **11. Reporting**

All Autodesk employees, agents, consultants and partners are subject to the ethical and legal requirements outlined in this Partner Code of Conduct. If you become aware of any alleged 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).