

EXHIBIT - COMPLIANCE, CONFIDENTIALITY AND INFORMATION SECURITY

These terms and conditions shall apply to all Bitdefender clients and suppliers ("Partners")

1. COMPLIANCE

1. Partner shall ensure that the sales of the Products is made in compliance with all applicable laws and regulations in the Territory.

Partner shall notify Bitdefender of the occurrence of any future law that may apply in respect of the licenses rights granted by Bitdefender and that may cause any of its provisions to be invalid.

Partner shall cooperate promptly with Bitdefender to assist Bitdefender in complying with all applicable laws in the Territory, including but not limited to, laws and regulations relating to the control of exports or the transfer of technology.

For reselling of the Products in the Territory, the Partner shall comply with all applicable national and international export control regulations and any intellectual property rights (including rights of any Bitdefender Affiliate in respect of copyright and trademarks).

Prior to any reselling of the Products in the Territory, the Partner shall in particular guarantee that:

- There will be no infringement of an embargo imposed by the European Union or by the United States of America;
- There will be no sales in the Territory to any person listed in the OFAC's Specially Designated Nationals and Blocked Persons List (SDN list) which is accessible via OFAC's web site;
- The Products are not intended for use in connection with armaments, nuclear technology, narcotics and terrorism.
- If required to conduct export control checks, upon request of Bitdefender, the Partner shall promptly provide Bitdefender with all information pertaining to particular end customer, destination and intended use of Products.

The Partner shall indemnify and hold harmless Bitdefender from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or in relation to any noncompliance with control regulations by the Partner.

2. Bitdefender is committed to the principle of equal employment opportunity and value diversity among its employees. Consistent with Bitdefender's values and in accordance with applicable law, Bitdefender is committed to create and maintain a work environment in which all employees are treated with dignity and respect and which is free from all forms of harassment. Bitdefender expects Partners to share its commitment to these principles. Therefore, Partners shall:

- Not engage in discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, veteran status, age, sex or sexual orientation, gender identity or any other protected criteria in any employment decision.
- Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations and practices. Adequate steps shall be taken to minimize the causes of hazards inherent in the working environment.
- Use only voluntary labor. The use of forced labor whether in the form of indentured labor, bonded labor, or prison labor by a Partner and/or its subcontractors is strictly prohibited.
- Comply with all local minimum working age laws and requirements and not utilize child labor. Employees shall not be under the legal minimum working age of the respective region or shall not be less than 16 years of age (whichever is higher).
- Not require workers to work more than the maximum hours of daily labor set by local laws; ensure that overtime is voluntary and paid in accordance with local laws and regulations.
- Keep employee records in accordance to local and/or national regulations.

3. Partner represents and warrants that (i) in connection with this Agreement, it has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any official of any foreign government or any agency or instrumentality thereof and (ii) it will comply in all respects with the with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption.

2. CONFIDENTIALITY AND INFORMATION SECURITY

It is recognized that during the course of its work with Bitdefender, Partner or its sub-Partners or sales representatives may have occasion to conceive, create, develop, review, or receive information that is considered by Bitdefender to be confidential or proprietary information relating to the Product, including inventions, patent, trademark and copyright applications, improvements, know-how, specifications, drawings, cost data, process flow diagrams, personal data, customer lists, prices, bills, ideas, and/or any other written material referring to same controlled by Bitdefender and any of its Affiliates and any information that is not made public by Bitdefender on its own websites (the Bitdefender Information).

Bitdefender Information includes, but not limited to, information which, in connection with the reselling of the Products, is: (i) provided to the Partner by any Bitdefender Affiliate; (ii) in the possession, or under the control, of any Bitdefender Affiliate and accessed by the Partner; (iii) processed or stored on Bitdefender information systems or Partner information systems; (iv) any combination of the foregoing; or (v) any information that is not made public by Bitdefender on its own websites.

Partner acknowledges that the Bitdefender Information is the valuable, confidential and proprietary property of Bitdefender and that Bitdefender retains exclusive title, right and interest to the Bitdefender Information. Both during the effective term of this Agreement and thereafter, Partner agrees to maintain in confidence such Bitdefender Information unless or until:

- a) it is now or subsequently becomes generally available to the public through no fault or breach on the part of Partner;
- b) Partner can demonstrate to have had it rightfully in its possession prior to disclosure by Bitdefender;
- c) is independently developed by Partner without the use of or access to any Bitdefender Information of Bitdefender.

Partner further agrees to use all reasonable precautions to ensure that all such Bitdefender Information is properly protected and kept from unauthorized persons or disclosure.

At the contract termination, or at any time if requested by Bitdefender, Partner agrees to promptly return to Bitdefender all materials, writings, equipment, models, mechanisms, and the like obtained from or through Bitdefender including, but not limited to, all Bitdefender Information, all of which Partner recognizes is the sole and exclusive property of Bitdefender.

Partner agrees that it will not, without first obtaining the prior written permission of Bitdefender, do any of the following:

- i. Directly or indirectly utilize such Bitdefender Information in its own business;
- ii. Manufacture and/or sell any Product that is based in whole or in part on such Bitdefender Information; or
- iii. Disclose such Bitdefender Information to any third party.

3. Information Security

3.1 Definitions:

"Information Security" means the protection and preservation of: i) the confidentiality, integrity, reliability and availability of information and information systems; and ii) compliance with all regulations applicable to the processing of information.

"Security Standard" means the technical and organizational measures and practices that are required by, or recommended in, internationally accepted management standards and codes of practice relating to Information Security (such as ISO/IEC 27002 (Code of Practice for Information Security Management)); as the same are expanded, varied and replaced from time to time.

Partner acknowledges the great importance of Information Security to the business operations of any Bitdefender Affiliates and agrees that it will work constructively with Bitdefender to ensure that, in all matters relating to the reselling of Products, Bitdefender Information is protected by the implementation of effective information security measures at all times.

Partner shall organize its electronic and hard copy records in accordance with i) any statutory, regulatory, contractual, and business requirements; and ii) such additional requirements as Bitdefender and the Partner may have agreed upon for the reselling of the Products (and any audits, reviews, or inspections relating to the reselling of Products).

Bitdefender may at any time request the Partner to provide Bitdefender with a written certificate confirming the Partner's compliance with its obligations in this Section. The Partner shall provide Bitdefender with the requested certificate within 5 (five) business days of Bitdefender's request.

3.2 Information Security Incident Management

The Partner shall implement and maintain and make available the appropriate measures designed to promptly identify, report and resolve security incidents affecting the reselling of the Products, any Bitdefender Information connected with the reselling of Products, or any combination of the foregoing incidents, including clear procedures setting out the actions to be taken for reporting any observed or suspected security incidents.

Where the Partner becomes aware of a security incident involving, or likely to involve Bitdefender Information, the Partner shall immediately contact Bitdefender and render any assistance required for the satisfactory containment, root cause analysis, resolution, and prevention of recurrence of the security incident.

Partner shall have each of its Sub-Partners, resellers and Sales Representatives agree to be bound by the provisions of this paragraph.

The confidentiality and security obligations shall be in force for a period of 3 years after the Agreement had ceased to be effective.