



PARTNER CODE OF CONDUCT

These terms are in addition to the terms of your agreement with Telos Corporation ("Telos") and may be changed by Telos at any time.

Telos is committed to the highest ethical standards in every aspect of our business operations. We must all play our part to sustain this culture of uncompromising integrity. Telos expects you, as a Telos business partner (i.e. distributor; reseller; service, alliance or education partner, etc.) to adhere to the highest ethical principles and maintain uncompromising integrity in conducting your business and to avoid engaging in any activity that involves even the appearance of impropriety. You have a critical role in protecting the trust which investors, customers, colleagues and the global business community place in Telos and our business partners. This Code of Conduct ("Code") highlights key issues and identifies policies and resources to help guide our decisions. It is by no means a comprehensive manual or contract that addresses every situation that we may encounter around the world.

All references to "you" in this document refer to the Telos partner to whom this document is directed as well as all of its directors, officers, agents, contractors, consultants and employees (collectively "personnel"). This Code applies to you and your personnel in all of your activities related to your business relationship with Telos throughout the world. You will ensure this Code is given to your personnel who work with Telos personnel or market Telos products or services. Any violation of this Code will be considered a breach of the Partner's contract with Telos and may lead to the termination of the business relationship with Telos.

- 1. Anti-Bribery Compliance.** You must comply with all applicable federal, state and local anti-bribery laws, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA"), the U.S. Federal Procurement Integrity Act, and the U.K. Bribery Act of 2010. You must not, directly or indirectly, make, offer or issue authorization to pay any money, gifts, bribes, kickbacks or anything of value to anyone (this includes gifts, travel, meals and entertainment), including foreign or government officials, employees, or representatives of any government, company, or public or international organization, or to any other party, that is or could be perceived as intended, directly or indirectly, to improperly influence or obtain an unfair competitive advantage to obtain or retain business related in any way to Telos products or services. You must fully comply with any rules regarding tender and bid processes. You may not offer employment to government employees or officials if doing so would violate applicable laws.

In addition, Partners must refrain from contracting with any entity or individual on Telos' behalf that engages in, or is suspected of engaging in, bribery, kickbacks, or other similar improper or unlawful payments. In addition, Partners must require all of their contractors and representatives to abide by ethics and compliance standards which are no less stringent than those embodied in the Code.

- 2. Antitrust and Competition Laws.** You must comply with all applicable antitrust and competition laws and regulations. It is not permissible for you and other Telos partners to do or attempt to jointly do any of the following: (a) fix or control prices for Telos offerings; (b) boycott suppliers or customers, (c) divide or allocate markets or customers, or (d) coordinate competing bids.



3. **Conflicts of Interest.** You will not engage in any activity with Telos or its employers, agents or affiliates that would interfere with your contractual responsibilities to Telos or that may be perceived as a conflict of interest that could reasonably be likely to interfere with such responsibilities. Conflicts of interest may include, but not be limited to, Telos personnel being your officers, directors or shareholders, payment of incentives to Telos personnel, or any economic or family relationship with Telos personnel. In the event you become aware of a conflict of interest, you will promptly notify Telos.
4. **Financial Integrity and Accounting.** Any information and submissions that you provide to Telos and our joint customers must be complete, accurate and not misleading. For Telos' resale partners this information includes, but it not limited to, point of sale reporting, purchase orders, sales reporting, special bid or pricing requests, rebate requests and reimbursement requests.
5. **Business Controls and Monitoring.** Partner must implement effective business controls that are capable of preventing and detecting unlawful activities by its personnel. At a minimum, an effective business control program should contain the following: (a) a commitment to legal compliance, ethics, environmental, occupational health and safety, commercial practices, and labor programs; (b) clearly communicated mechanisms for employees to report misconduct or seek guidance without fear of retaliation. In addition, Partner must provide reasonable assistant to any investigation by Telos of a violation of this Code, and allow reasonable access to all documentation concerning Partner's compliance with the Code and application laws.
6. **Communications Regarding Telos.** All statements, communications, and representations to Telos customers must be accurate, complete and not misleading. Similarly, you must not make or attempt to make any written or oral agreements or commitments on behalf of Telos, including product feature commitments, without written authorization from Telos. You must not defame or disparage Telos, other Telos business associates, competitors or customers.
7. **Government Customers.** Activities that may be appropriate when dealing with non-government customers may be improper and even illegal when dealing with government entities as well as businesses that are government-owned, government-controlled or subject to government procurement rules ("Government Customers"). If you sell to Government Customers, you must observe all laws, rules, procurement regulations and contract clauses that relate to the acquisition of goods and services by such Government Customers, whether such sale is direct or indirect and including marketing or recommendation of Telos products and/or services.

There may be special prohibition or requirements arising from statues, regulations, and government contracts or subcontracts that relate to the payment and/or receipt of fees and other benefits when dealing with Government Customers. In all government transactions you must ensure that payment is permitted before requesting fees or other compensation related thereto. You may be required to disclose the potential fee in writing to the Government customer. It is your responsibility to determine in each instance whether a potential fee is permitted and whether disclosure is required.

8. **Insider Trading Laws.** You must comply fully with applicable insider trading and securities laws governing transactions in Telos securities. If you possess or have access to material, non-public information about Telos, you must use that information solely for the purpose for which it was



provided to you. You may not use that information to trade in Telos securities and you may not provide the information to others so they can trade in Telos securities. In addition, you may not engage in “short sales” of Telos securities.

9. **Protection of Information.** You must maintain the confidentiality of the confidential information and other proprietary information that you may obtain in the course of your business relationship with Telos and our joint customers. You must not reproduce copyrighted software, documentation, or other materials unless properly authorized to do so. You are responsible for making sure this restriction is understood and followed by your personnel and must also observe any applicable data privacy requirements.
10. **Export Compliance.** You must have and follow a documented export control program designed to assure compliance with U.S. and all other applicable export and import laws and regulations. Except under license or as otherwise permitted under such laws and regulations, you shall not export, re-export, transfer, divert, release, import or disclose to any other person or entity (nor shall you make any use thereof) any (a) Telos hardware or software or (b) technology relating to Telos’ current or future products.
11. **Relationship of the Parties.** You and Telos are independent contractors and neither party shall be considered the agent of the other party for any purpose whatsoever. Nothing in this Code shall be construed as establishing a partnership or joint venture between the parties.
12. **Responsible Business Partner Conduct.** You and your personnel must conduct yourselves in a professional manner while representing Telos products and services in the marketplace. This means treating all persons with dignity and respect in a businesslike manner while marketing, selling or supporting Telos products and services.
13. **Human Rights of Workers; Health and Safety.** You must be committed to upholding the human rights of workers and to treating them with dignity and respect as understood by the international community. By way of example, you must comply with fair labor standards that permit freely chosen employment, prohibit child labor and human trafficking, and allow for reasonable working hours and payment of fair wages and benefits. You must be committed to a workforce that is free of harassment and unlawful discrimination and which allows for freedom of association of personnel. In addition, you must maintain a safe and healthy work environment.
14. **Improper Conduct Reporting.** You shall report to Telos’ General Counsel alleged or improper conduct, and/or actually or potential violations of this Code or applicable laws by Telos employees, agents, consultants, or resellers or by your personnel.

Office of the General Counsel
Telos Corporation
19886 Ashburn Road
Ashburn, VA 20147
Phone: 703-726-2270
jvw@telos.com



Alternatively, any actual or suspected violations of this Code or improper conduct by Telos or your personnel can be reported through Alertline, a confidentially and anonymously 24 hours/7 days a week nationwide telephone service.

Alertline: 1-866-448-3567

IN WITNESS WHEREOF, You have caused this Agreement to be executed by a duly authorized representative.

Company name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____