



# Egress Partner Programme policies

Version 1.1 (January 2020)

This document contains the policies that are referred to in the Egress Partner Programme Terms that members of the Egress Partner Programme agree to when they apply to participate in it.

## Anti-Bribery and Corruption

Egress expects all participants in the Egress Partner Programme to act in a professional and lawful way at all times when performing services, undertaking activity or otherwise participating in any way with the Egress Partner Programme.

At all times during a Partner's registration with the Egress Partner Programme it must:

- comply with all anti-bribery and anti-corruption laws, codes and regulations which apply to it and/or its activity (the **Requirements**).
- have and maintain appropriate policies and procedures to ensure compliance with the Requirements.
- promptly notify Egress of any request or demand for any undue financial or other advantage of any kind received in relation to its participation in the Egress Partner Programme or any related activity.
- following a request from Egress, annually certify in writing compliance with the requirements of this section of these Partner Policies.
- ensure that any person associated with it who performs activity in relation to the Egress Partner Programme does so on the basis of a written contract that requires them to comply with the Requirements.
- be responsible for compliance with the Requirements by any person associated with it who performs or takes part in activities relating to the Egress Partner Programme.
- not engage in activity, practice or conduct which would constitute an offence under the Requirements.

## Anti-Slavery

Egress expects all participants in the Egress Partner Programme to act in an ethical manner in the way that they operate their businesses. At all times during a Partner's registration with the Egress Partner Programme, it must:

- comply with all anti-slavery and human trafficking laws, codes and regulations which apply to it and/or its activity.
- have and maintain at all times its own policies and procedures to ensure compliance with all such laws, codes and regulations.
- take steps to ensure that its own supply chain, subcontractors and suppliers and any other third-parties associated with it or its activities relating to the Egress Partner Programme are required to comply with all such anti- laws, codes and regulations.

## Sanctions

Partners are responsible for compliance with all sanctions, import and export rules and regulations relating to their activity under the Egress Partner Programme.

Compliance with import and export rules applies not only to the way that Partners may use any demonstration products, accounts or services that Egress provides access to, but also to any data and opportunities that they may pass to Egress.

Partners must remember that they are responsible for ensuring that they do not:

- upload or transfer to the Partner Portal or Egress any data relating to any sales prospect who:
  - is located in any territory which is currently subject to sanctions or designated on any list of prohibited or restricted parties (including any list maintained by the UN Security Council, the United States, the United Kingdom, the European Union or other applicable governmental authority).
  - is themselves, as an individual or other legal entity, subject to sanctions or designated on any list of prohibited or restricted parties (including any list maintained by those parties referred to immediately above).

Similarly, a partner shall not directly or indirectly do, or seek to do, business or enter into any transaction with any entity or individual who is subject to such sanctions.

- do business (including undertaking business trips) as part of its activities under the Egress Partner Programme in or to a country or jurisdiction subject to sanctions (or with any person or entity located or incorporated there) in a manner that would breach any applicable sanctions.

## Data Protection

Each Partner must comply with its obligations under all applicable data protection and data security laws.

Each Partner must:

- comply with all applicable laws, which may include the EU General Data Protection Regulation 2016/679 and the California Consumer Privacy Act 2018, in relation to the data and information it provides including where appropriate: (a) gaining consent from individual data subjects to being part of the data provided to Egress; and (b) enabling individuals to identify, and be informed of, the recipients of their data (including Egress).
- ensure that personal data that it provides to Egress, or otherwise collects, stores, processes, uploads and transfers to the Partner Portal, has been obtained fairly, lawfully and in a transparent manner.
- provide all necessary notices to data subjects at the time of collection of their personal data which notify them of the processing activities that will be undertaken by recipients of their data
- check all data and information provided to Egress for accuracy
- enable individuals to exercise rights given to them by law
- ensure that it is legally able to transfer and disclose each data subject's personal data to Egress (including for use of it in accordance with the terms of the Egress Partner Programme Agreement and for the purposes of the Egress Partner Programme – this includes contacting them by electronic and other means in order to explore, qualify and close potential sales opportunities)

- ensure that it has all necessary registrations with any relevant authorities to enable it to collect, store, process and transfer personal data in accordance with the terms of the Egress Partner Programme.

Egress will comply with its own obligations under applicable data protection and data security laws, and this may include disclosing data subject personal data where required to do so to: (a) respond to and comply with a data subject's rights; or (b) where required to do so to comply with applicable laws or lawful requests from third-parties. Details on how Egress responds to such requests are set out at [www.egress.com/legal](http://www.egress.com/legal).

Egress may request evidence of any data collection notices from time to time to document a Partner's compliance with this requirement which a Partner must provide within 7 days of the date of the request.

## Social and Environmental

Partners are required to establish and maintain a corporate responsibility and environmental management system, measuring performance and setting goals. Egress requires its Partners **within 1 year of commencing participation in the Egress Partner Programme to:**

- establish a corporate social responsibility and environmental management system that is defined, deployed, and sustainable. The Partner must be able to demonstrate that this is in place.
- establish programs to control operations related to its policies above and to confirm their compliance with relevant and applicable laws and regulation.
- Monitor and measure its environmental performance against established voluntary environmental goals to track and improve its environmental performance.
- train those of its employees responsible for the performance, monitoring, measuring and reporting of environmental performance to ensure appropriate skill-levels and competency.
- conduct self-assessments and audits as well as management reviews of its systems and policies.

Egress reserves the right to assess the Partner's conformance to these requirements any time during its participation in the Egress Partner Programme. Failure to comply with all applicable requirements can ultimately result in termination of the Partner's participation.

## Acceptable Use Policy

Partners must comply at all times with Egress' Acceptable Use Policy with respect to the Egress services and software and the use of the Partner Portal. This is available at <https://www.egress.com/acceptable-use-policy>.

## Training and Technical Materials

Egress may provide Partners with materials relating to its products and services (**Materials**). Partners are permitted to copy such Materials as necessary in order to market, promote and support the sale of Egress' products and services to sales prospects. Partners are reminded that the most up-to-date Materials will always be on Egress website at [www.egress.com](http://www.egress.com) and

therefore recommends that Partners always check this website prior to entering into discussions with sales prospects.

The Partner's sales representatives and personnel must use reasonable efforts to participate in any basic online training that Egress may provide from time to time (including accessing and viewing online demos and videos which are available through [www.egress.com](http://www.egress.com)). Egress may from time to time choose to offer training to Partners at its designated UK location. Where it does so, Egress reserves the right to limit the number of personnel able to attend from each Partner and Partner's will be responsible for any travel, accommodation and subsistence expenses of whatever nature incurred by it and its personnel in attending. Partners may request that Egress provides them with additional training which, if agreed, will be chargeable to the Partner.

## Demos to Sales Prospects

Partners must ensure that their sales representatives and personnel are suitably trained in order to be able effectively demonstrate, market and sell Egress' software and services. If a Partner believes that a sales opportunity may benefit from the involvement of Egress staff (e.g. in supporting a demo of Egress software to a sales prospect), the Partner agrees to use reasonable efforts to advise Egress as soon as possible after becoming aware of this need. Egress may decline to participate in its sole discretion and without liability to the Partner.

## Use of Egress Intellectual Property

### Marketing

The Partner shall ensure that throughout its participation in the Egress Partner Programme, any Materials used in relation to the marketing, promotion and sale of Egress software and services are not edited or changed without Egress' prior written consent. Any reference to Egress software and services must include the registered or unregistered trademark(s) that Egress may licence to it from time to time under these Partner Policies.

### Demonstration Account

Egress may choose to provide a Partner with access to a demonstration account. If Egress does so, Egress grants the Partner a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to access and use that demonstration account solely to demonstrate Egress' software's capabilities to sales prospects and for no other purpose. Egress may suspend or revoke this access and use without notice or liability at any time and for any reason. ANY DEMONSTRATION ACCOUNT IS MADE AVAILABLE "AS IS" AND EGRESS HEREBY DISCLAIMS ALL GUARANTEES, CONDITIONS, WARRANTIES AND REPRESENTATIONS, IMPLIED, STATUTORY OR OTHERWISE CONCERNING IT AND THE ASSOCIATED SOFTWARE (INCLUDING THOSE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT). EGRESS DOES NOT WARRANT OR REPRESENT THAT ACCESS TO THE SOFTWARE, SERVICES OR ANY DEMONSTRATION ACCOUNT, OR THE PROVISION OF ANY DEMONSTRATION ACCOUNT, SOFTWARE OR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE FROM HARMFUL COMPONENTS.

## Egress Registered and Un-registered trademarks or tradenames

Once a Partner is accepted by Egress into the Egress Partner Programme, Egress grants the Partner a limited, revocable, non-exclusive, non-transferable and non-sublicensable licence to use the mark(s) (if any) that Egress may identify from time to time as being capable of use by Partners in that Partner Category and/or Tier (the **Mark(s)**). This licence is granted to the Partner in any jurisdiction in which Egress has approved it to operate under the Egress Partner Programme and is strictly limited to use solely in connection with the Partner's rights, duties and obligations under the Egress Partner Programme Agreement. Egress may revoke or terminate this licence at any time and for any reason by notice to the Partner.

The Partner shall ensure that any use by it of the Mark(s) complies with any and all directions that Egress may give from time to time (including any brand guidelines). The Partner acknowledges that Egress or members of the Egress group are the owner(s) of the Mark(s) and that any goodwill derived from their use by the Partner shall accrue to Egress (or the relevant member of its group). Egress may at any time request that the Partner signs a document confirming the assignment of such rights and the Partner agrees to execute it promptly and without charge.

The Partner shall promptly notify Egress in writing to [legal@egress.com](mailto:legal@egress.com) of any actual, suspected or threatened: (a) infringement of a Mark; (b) claim that a Mark is invalid; (c) opposition to a Mark; and (d) claim that use of the Mark infringes any third-party rights. The Partner shall not respond to any claim or make any admission or attempt to settle it in any way without the prior written consent of Egress.

Unless the following restriction is prohibited by applicable law, the Partner will not register, or seek to register, any intellectual property rights that utilise or include any of the Marks or other Intellectual Property Rights belonging to Egress (this includes not bidding on, or purchasing, any keyword which is an Egress trademark (including EGRESS®) in any keyword advertising services or domain names unless expressly permitted in writing by Egress).

Egress may at any time ask to review samples of materials that a Partner is using which contain a Mark and to request that a Partner makes reasonable changes to them where necessary in Egress' view. Following such a review, the Partner will carry out any such reasonable changes at its own cost.

## Egress Software Technologies Ltd

Egress provides human layer security – helping users receive, manage and share sensitive data to meet compliance requirements and drive business productivity.

Egress' award-winning platform makes sure emails and files are delivered to the correct recipient, encrypts and protects sensitive data, and provides compliance auditing and reporting.

**[www.egress.com](http://www.egress.com)**

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