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Code of Business Conduct

CODE OF BUSINESS CONDUCT

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All employees of Acuity Knowledge Partners

DISCLAIMER

This document is for internal purposes only. This document is strictly confidential and no part of it may be circulated, quoted, or reproduced for distribution without the prior written approval of Acuity Knowledge Partners.

The Code is a statement of guiding principles and policies for individual and business conduct and does not, in any way, constitute an employment contract or an assurance of continued employment. Rights as an employee and the Company's rights as an employer are governed by the laws of the jurisdiction of employment, the work rules of your employing unit, and your individual written employment contract, if any. In certain countries, employment by the Company is employment at will, unless agreed upon otherwise in an express, written employment agreement. Employment at will means that the employee may terminate their employment at any time, for any reason or no reason at all, and the Company may terminate employment at any time, for any legal reason or no reason at all, but not for an unlawful reason. Where employment is at will, no oral representation by any Acuity Knowledge Partner's employee with respect to continued employment can alter this relationship. Where a local jurisdiction's laws contain mandatory requirements that differ from the provisions of this Code, that jurisdiction's laws prevail for employees based in that jurisdiction. In the event that any provision of this Code conflicts with any provision in your individual written employment contract, the provisions in your individual written employment contract will prevail. In addition, to the extent that Acuity Knowledge Partners adopts or revises any policies that are more restrictive than this Code, be advised that the provisions in those policies will prevail.

From Robert King



For many years, Acuity Knowledge Partners employees have proudly upheld the company's worldwide reputation for high standards of business conduct, ethics and integrity. An essential aspect of Acuity Knowledge Partners success is our collective commitment to operating in an ethical and lawful manner to maintain the integrity of our business. This **Acuity Knowledge Partners Code of Business Conduct** document sets forth the guiding principles we expect each employee to follow. Although no Code can anticipate every specific problem or scenario you may face or cover, every applicable law, by providing you with these guiding principles and illustrative examples, the Code is designed to assist you in identifying and resolving troublesome issues, as well as advise you where to go for help and advice.

It is the responsibility of each employee to abide by the Code and to raise awareness of problems that may undermine the company's integrity. Acuity Knowledge Partners managers and corporate directors have the additional responsibility of fostering a culture in which compliance with applicable laws and Acuity Knowledge Partners policies is at the core of our business activities. At Acuity Knowledge Partners the views of each employee matter, and we expect employees to demonstrate high standards of personal integrity in all their interactions. By following the principles contained in the Acuity Knowledge Partners, Acuity Knowledge Partners employees help sustain a work environment that is open, inclusive and fair for all. If you have a question or concern about what is proper conduct for you or anyone else, please raise it through one of the many channels offered to you in the Code. Reports of violations will be treated confidentially to the extent possible, and no person who reports a possible violation in good faith will be subject to retaliation.

Please carefully review Acuity Knowledge Partners Code of Business Conduct and keep it handy for consultation. I trust that each of you will accept the personal responsibility to live up to Acuity Knowledge Partners values and abide by the principles described in the Code. Thank you for continuing to do your part.

Robert King

Chief Executive Officer

Acuity Knowledge Partners

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Overview

For nearly twenty years, Acuity Knowledge Partners has built a reputation for the highest standards of integrity and responsibility. It is the duty of each of us to uphold and enhance that image. We owe that duty to ourselves, as well as to our fellow employees and directors, Acuity Knowledge Partners stockholders and customers and everyone with whom we do business.

This Code of Business Conduct (the “Code”) is designed to help all Acuity Knowledge Partners employees and directors understand how to apply these principles in daily business activities. The Code confirms the basic elements of honesty, integrity, good judgment and professionalism that all Acuity Knowledge Partners employees and directors are expected to observe. All employees and directors are expected to comply with the principles set forth in this Code.

Complying with Applicable Laws

First and foremost, it is our duty, at all times, to comply with all laws and regulations that apply to the Company’s business. You must not take any action on behalf of Acuity Knowledge Partners Corporation or its subsidiaries that violates any law or regulation. Not only is this important in order to avoid the consequences of legal violations that can include heavy fines, jail terms, expensive lawsuits, and termination of your employment, it is also good business practice.

Observing Ethical Business Standards

As a Acuity Knowledge Partners employee or director, you must strive to maintain the highest standards of personal ethics and integrity in your dealings on behalf of Acuity Knowledge Partners. At a minimum, this means complying with the principles and policies articulated in this Code, and upholding Acuity Knowledge Partners core values.


Scope of Code

The Code describes areas of law and Company policies that are most likely to affect the work of Acuity Knowledge Partners employees and, in certain instances, Acuity Knowledge Partners directors. In some cases, the Company’s expectations go beyond what the law requires or permits. The Code should alert you to significant legal and ethical issues that may arise in your job. If you are in doubt about an issue or about the best course of action in a particular situation, please consult your manager, another senior manager, a Human Resources representative, or Compliance departments, or an attorney in Acuity Knowledge Partners Legal department. Problems can usually be minimized by seeking advice sooner rather than later, when they may become harder to address.

Acuity Knowledge Partners has implemented policies concerning legal and ethical behavior in various areas. The purpose of the Code is not to supersede those policies, but to provide a summary of Acuity Knowledge Partners policies and expectations in certain areas. Employees should read the Code together with Acuity Knowledge Partners other policies.

The Code and the Company’s policies are available on the Company’s internal website for employees. The Code may be revised from time to time, and the most recent, controlling version will always be available on the Company’s intranet. Employees and directors are responsible for reviewing and understanding the Code and all Company policies to the extent they apply to them and their activities. No business transaction or other activity that violates the Code or other Company policies will be tolerated.

The Code cannot cover all the legal requirements of each jurisdiction in which the Company does business. This Code, however, applies to all employees and directors of Acuity Knowledge Partners and all employees of its wholly-owned subsidiaries worldwide, including part-time and limited duration employees. The terms “Acuity Knowledge Partners” and “the Company” are used in this Code to refer to Acuity Knowledge Partners and its wholly-owned subsidiaries.



You must maintain the highest standards of personal ethics and integrity in your dealings on behalf of Acuity Knowledge Partners



Acuity Knowledge Partners objective is to maintain an environment in which all employees feel comfortable in raising issues that they believe are important.

Where to Seek Help and Report Concerns

Open Door Communications

Acuity Knowledge Partners objective is to maintain an environment in which all employees feel comfortable raising issues that they believe are important. Acuity Knowledge Partners believes that maintaining a culture where open dialogue is encouraged and supported leads to a more productive, cohesive and enjoyable work environment.

Acuity Knowledge Partners supports open door communication and encourages you to attempt to resolve concerns, problems or issues that involve the work environment by holding frank discussions with your immediate supervisors or other senior managers. Such discussions may help resolve many workplace issues.

Employees can expect that managers will be available to discuss workplace problems or concerns in an environment free of distractions and that managers will not subject employees to any reprisals when they raise concerns in good faith.

Are open door conversations confidential?

Acuity Knowledge Partners recognizes the importance of maintaining the confidentiality of issues and concerns communicated by employees via the Open Door Policy and other channels described in this Code. However, in some instances, it may not be possible to keep your identity confidential without impairing the integrity of an investigation or because of certain legal requirements. Managers will communicate the details of issues and concerns communicated by employees only on a need-to-know basis, or as required by law and/or Acuity Knowledge Partners policies. In specific cases, where the identity is regarding personal characteristics such as gender, sexual orientation, disability - the knowledge of this identity will be restricted to a few who will be ethically bound to keep it confidential. The employee will be informed of who has the knowledge of this information.

What should I do if I need guidance on an issue?

If you need guidance or are in doubt about the best course of action in a particular situation, you should consult your manager, a representative of the Human Resources, or Compliance departments, or the Legal department.

Reporting Potential Violations of the Law, Regulation, this Code or Company Policy

You should be alert and sensitive to situations that could result in violations of applicable laws or regulations, the Code, or other Company policies. If you are an employee located in any of our offices, you must report any suspected violations of any applicable laws or regulations, the Code, or other Company policies. In any event, we continue to strongly encourage all employees, wherever located, to report any suspected misconduct.

Except as otherwise provided in this Code, reports of suspected violations of law, regulation, this Code, or other Company policies should be made to the Compliance department.

Accounting Matters

The Company is committed to compliance with all applicable securities laws, rules, regulations, accounting standards and internal accounting controls. Reports of any complaints or concerns regarding accounting, internal accounting controls and auditing matters may be made to the Compliance or Legal departments. All reports will be treated confidentially to the extent reasonably possible.

Non-Retaliation Policy

Acuity Knowledge Partners respects the right of each employee to report in good faith potential or suspected violations of applicable laws or regulations, the Code, or other Company policies. Retaliation against any employee for making such good faith reports will not be tolerated.

Any person found to have retaliated against an individual for reporting in good faith a suspected violation of applicable laws or regulations, the Code, or other Company policies, or for participating in an investigation of allegations of such conduct, will be subject to appropriate disciplinary action up to and including termination.

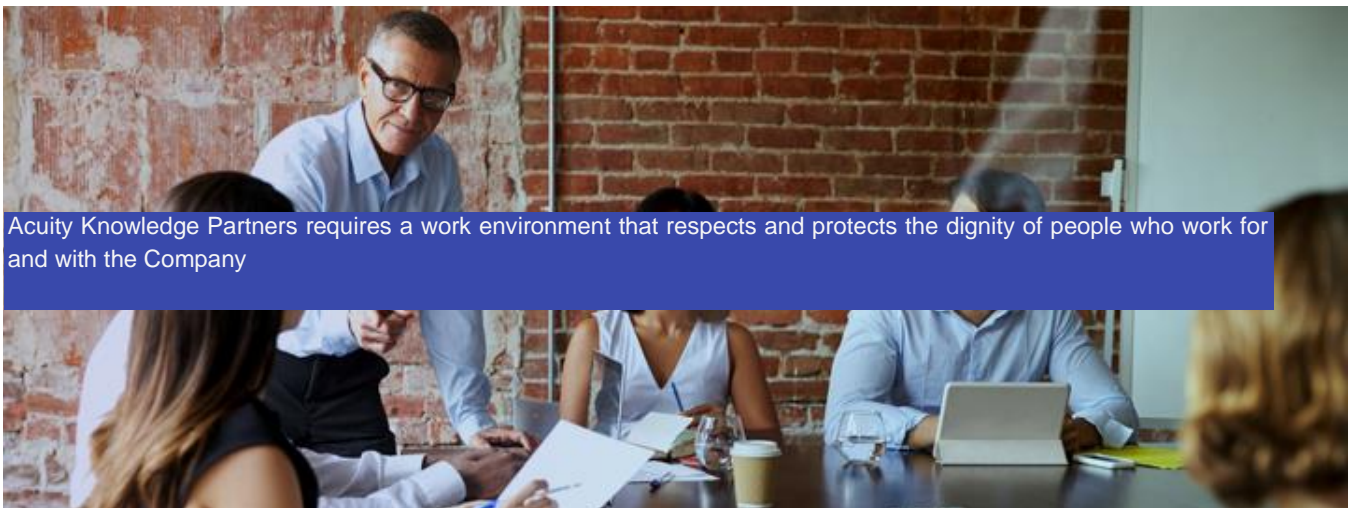
Manager Responsibilities

While the Code applies to all employees, managers have some additional responsibilities when it comes to maintaining Acuity Knowledge Partners ethical standards.

First, we expect managers to lead by example and act ethically at all times. Managers should also reinforce the importance of ethical behavior with their teams and make sure those who report to them understand what the Company expects of its employees.

Managers also have a special responsibility to escalate issues when they arise. The Code allows employees to discuss many types of concerns with their own managers or other managers in the Company. It is the responsibility of all managers to maintain open lines of communication with employees and advise them where they can go for help.

Finally, managers should watch for any retaliatory conduct and, if they see it, report it to the Human Resources, Compliance, or Legal departments immediately.



Acuity Knowledge Partners requires a work environment that respects and protects the dignity of people who work for and with the Company

How We Treat Each Other

Acuity Knowledge Partners success and reputation are grounded in its high standards for business conduct, which are particularly important in the context of its work environment. Acuity Knowledge Partners requires a work environment that respects and protects the dignity of the people who work for and with the Company. Each Acuity Knowledge Partners employee and director must act with integrity, dignity and fairness in all dealings with Acuity Knowledge Partners, Acuity Knowledge Partners employees, investors, issuers, customers and the public at large, and must conduct all business affairs in a professional manner. It is the responsibility of all Acuity Knowledge Partners employees and directors not to take any action that might reasonably be expected to impair or compromise Acuity Knowledge Partners integrity.

Equal Opportunity Employer

Acuity Knowledge Partners success has always depended in large measure on the individual and collective ability of its people. The different perspectives, backgrounds and individual styles of our people offer great opportunities to add value to the Company, and we believe that each person's role is vital to Acuity Knowledge Partners success. Acuity Knowledge Partners believes that equal employment opportunity is essential for the continued successful operation of our business. Everyone benefits when all people are able to realize equal opportunities and the rewards that come as a result of capitalizing on those opportunities.

The Company recruits, hires, employs, trains, promotes, and compensates individuals based on job-related qualifications and abilities. Acuity Knowledge Partners also has a longstanding policy of providing a work environment that respects the

dignity and worth of each individual and is free from all forms of employment discrimination, including harassment, because of race, color, sex, gender, age, religion or religious creed, caste, national origin, ancestry, citizenship, marital status, sexual orientation, gender identity, gender expression, genetic information, physical or mental disability, military or veteran status, or any other characteristic protected by law.

Acuity Knowledge Partners goal is to foster a workplace that encourages the full participation of our employees, who bring their diverse backgrounds and the full range of their talents, skills and abilities to the workplace and to serve our customers.

Discrimination and Harassment Prohibited

Discrimination and harassment, including sexual harassment, discriminatory harassment, and other workplace conduct prohibited by local law, will not be tolerated by Acuity Knowledge Partners. This prohibition applies to all discrimination and harassment affecting the work environment, whether in the office, at customer-related or Acuity Knowledge Partners-related events outside the office, or through the use of electronic communications, including electronic mail, voice mail and the Internet.

Discrimination and harassment by non-employees (e.g., customers, independent contractors, vendors) also is prohibited to the extent that such harassment affects the work environment or interferes with the performance of work by Acuity Knowledge Partners employees. If an employee informs Acuity Knowledge Partners that they have been subject to or has witnessed discrimination or harassment in the workplace by a non-employee, the non-employee will be informed of Acuity Knowledge Partners policy and appropriate actions will be taken.

What is sexual harassment?

For purposes of the Code and Acuity Knowledge Partners Harassment Policy, "sexual harassment" includes unwelcome sexual conduct, including sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment;
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is prohibited which is directed toward individuals, regardless of whether the individual engaged in harassment and the individual being harassed are of the same or different sexes, and regardless of whether the employee accepts or rejects the advance. In addition to being contrary to Acuity Knowledge Partners policy, employees should be aware that sexual harassment can violate the law and that employees who engage in such conduct may be held personally liable pursuant to local laws.

Examples of what may constitute sexual harassment include: threatening or taking adverse employment actions if sexual favors are not granted; demands for sexual favors in exchange for favorable or preferential treatment; unwelcome and repeated flirtations, propositions or advances; unwelcome physical contact; whistling, leering, improper gestures or offensive remarks, including unwelcome comments about appearance; sexual jokes, or inappropriate use of sexually explicit or offensive language; and the display in the workplace of sexually suggestive objects or pictures. The above list is not intended to be all-inclusive.

What other conduct is considered to be discriminatory harassment?

"Other discriminatory harassment" includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, sex, gender, age, religion or religious creed, caste, national origin, ancestry, citizenship, marital status, sexual orientation, gender identity, gender expression, genetic information, physical or mental disability, military or veteran status, or any other characteristic protected by law, and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or
- Has the purpose or effect of unreasonably interfering with an individual's work performance.

Examples of what may constitute such harassment include: using epithets or slurs; threatening, intimidating, or engaging in hostile acts including jokes or pranks; and placing or circulating anywhere on Acuity Knowledge Partners premises, or using Company resources, including electronic mail, voice mail and the Internet, to create, send, receive, or store written or graphic material that denigrates or shows hostility, bias against or aversion toward a person or group because of a protected characteristic. The above list is not intended to be all-inclusive.

? What should I do if I believe I have experienced discrimination or harassment?

If you believe that you have been subject to workplace discrimination, harassment or bullying of any kind, or have observed discrimination, harassment or bullying of another employee, you should report the matter as soon as possible to grievancecell@acuitykp.com or Human Resources department.

Acuity Knowledge Partners understands that reporting discrimination and harassment can be extremely sensitive and, to the extent reasonably possible, will keep such reports and all communications concerning them in confidence.

Acuity Knowledge Partners will thoroughly, impartially, and promptly investigate all such reports. If Acuity Knowledge Partners determines that discrimination or harassment has occurred, appropriate corrective and/ or disciplinary action will be taken. As set forth more fully in the above Non-Retaliation Policy, Acuity Knowledge Partners will not permit retaliation against any individual who makes a good faith complaint of a breach of the Code, or who participates in any workplace investigation.

We believe in creating a workplace that is free of discrimination, harassment, or bullying, where diversity is celebrated, and there is respect for all.

? What should I do to comply with Acuity Knowledge Partners prohibition against discrimination and harassment?

Each employee has an affirmative duty to comply with the provisions of this Code and applicable harassment policy. Acuity Knowledge Partners expects employees to report immediately any suspected or actual violations. Managers must demonstrate an understanding of the provisions of this Code and applicable harassment policy and intervene, if possible, to prevent harassment. In addition, managers must immediately report to the Human Resources or Legal departments any reports they receive from their employees' concerning discrimination or harassment of any kind.

Consensual Relationships

Consensual romantic and/or sexual relationships between a manager and a non-management employee, or between an employee with supervisory authority and employees subordinate, can create an unprofessional atmosphere for other employees or result in potential or actual conflicts of interest. Similarly, such relationships may expose both the Company and the employees involved to embarrassment and/or potential legal liability. Therefore, subject to applicable law, each employee involved in such a relationship is required to report the relationship promptly to either the Human Resources or Legal departments. An employee's failure to report such a relationship may result in disciplinary action against the employee. The existence of such relationships in the workplace will be considered carefully by Acuity Knowledge Partners and appropriate action, if warranted, will be taken, subject to applicable law. Appropriate action may include a change in the responsibilities of the individuals involved in such relationships or transfer of location within the office to diminish or eliminate the supervisory relationship and workplace contact that may exist.

Nepotism

Subject to applicable law, Acuity Knowledge Partners places restrictions on the hiring and transfer of individuals in a close personal relationship with employees. To avoid the appearance of conflicts of interest or favoritism in the workplace, subject to applicable law, relatives of or individuals otherwise in a close personal relationship with employees — including spouses, domestic partners (or other individuals cohabiting with and sharing financial responsibilities with the employee), individuals with whom employees share a romantic and/or sexual relationship, parents, stepparents, brothers, sisters, brothers/sisters-in-law, children, stepchildren, grandparents, grandchildren, mothers/ fathers-in-law, sons/daughters-in-law, aunts, uncles, nieces, nephews, and a domestic partner's parents, siblings or children — will be considered for employment and job placement only under certain circumstances such as approval from Head of Department and Compliance.

Health and Safety

Acuity Knowledge Partners is committed to protecting the safety, health and well-being of all employees and individuals in our workplace. As a result, we are committed to complying with all environmental, health and safety laws and regulations of all countries and localities in which we do business and this includes COVID-19 related protocols. The Company believes it is our obligation to respect the environment in the worldwide communities where we operate and live. We are committed to operating in a way that protects and preserves our environment and natural resources and maintains a healthy, safe and environmentally sound workplace.

The Company has zero tolerance for any acts of workplace violence by directors, employees, customers, visitors, vendors, consultants, temporary workers, or other individuals doing business with Acuity Knowledge Partners, including behaviors that abuse, threaten, or intimidate another person and negatively affect the individual, either physically or psychologically. This applies to Acuity Knowledge Partners offices, customer-related or Acuity Knowledge Partners-related events outside the office, as well as the use of Acuity Knowledge Partners technology resources (as further defined in the IT Use Policy), including email, voicemail, the Internet, and any other Company-supported communication channels. If you believe you have been subjected to workplace violence of any kind, you should report the matter to the Human Resources, Corporate Security or Legal departments. Any such acts of workplace violence will result in stringent disciplinary action that may include termination of employment from Acuity Knowledge Partners.

All Acuity Knowledge Partners employees are expected to conduct business free from the influence of any substances that impair their ability to work safely and effectively, including alcohol, illegal drugs, and controlled substances, including, in certain circumstances, prescription medication. In addition, the manufacture, distribution, dispensation, or possession of illegal drugs is prohibited. While Acuity Knowledge Partners recognizes that there might be times when alcohol is served at Company-sponsored events or business-related meals or social functions, individuals are expected to consume alcohol in moderation and to act professionally and responsibly at all times. Be aware that local policies and laws may provide additional guidance governing the possession and use of drugs and alcohol at work in a particular location, and employees are expected to know and follow these policies and laws.

Protection of Personal Data

In accordance with applicable law, Acuity Knowledge Partners collects, processes, uses, transfers, discloses, and stores personal data relating to its employees for the purposes of their employment, the Company's business and administration, and compliance with applicable laws, this Code, and other Acuity Knowledge Partners policies and procedures. Such data may include your name, date of birth, nationality, passport or driver's license details, photograph, education and qualification details, relationship status, number of dependents, bank account details, tax details, health information, pregnancy and/or disability status, information relating to your position within the Company, performance evaluations and reviews, absences, salary, bonus, benefits, securities accounts, holdings and transactions, as well as the securities accounts, holdings and transactions of certain family members, and contact details for you and your next of kin to facilitate the global operation of Acuity Knowledge Partners and its affiliates, in many cases, this personal data is hosted and maintained by Acuity Knowledge Partners or its affiliates. In addition, in certain circumstances, your personal data may be passed on to Acuity Knowledge Partners external agents or contractors subject to appropriate confidentiality arrangements to assist Acuity Knowledge Partners in the performance of the foregoing functions, including but not limited to, outsourced payroll or HR service providers, IT and communications service providers, law firms, accountants and auditors. Further, Acuity Knowledge Partners may release your data to third parties if required by law, regulation, or court order. Your personal data will be processed during the continuance of your employment with Acuity Knowledge Partners and thereafter, for as long as reasonably necessary for Acuity Knowledge Partners legitimate business purposes and as permitted by applicable law.

Please be advised that your data may be transferred to, stored, and processed for the above-mentioned purposes by other members of the Acuity Knowledge Partners group of companies, external agents, or contractors in countries outside of your jurisdiction, which may not have similar data protection laws as your jurisdiction. However, your personal data will only be transferred to recipients that have confirmed an adequate level of protection.

Depending on the jurisdiction in which you are employed, you may receive separate documentation regarding the processing of personal data, such as an employee personal data notice or consent form. If you receive such documentation, that document will supersede the information set out in this section, and you should refer to that document, rather than this section of the Code, for information about the processing of your personal data.

If you would like any further information about the collection and processing of your personal data, including any rights you may have under local law to access, modify, update, correct, or delete such personal data, please contact your local Human Resources representative.

It is the responsibility of each employee to secure, protect, and maintain the confidentiality of any personal data (including employee data and personal data received from customers, vendors, contractors, and other third parties) they access during the course of their relationship with Acuity Knowledge Partners in accordance with Acuity Knowledge Partners Data Protection Policy and any other Acuity Knowledge Partners policies or guidelines on security, as well as applicable laws.

It is the responsibility of each employee to secure and protect confidential information



Photographs, Videos and Recordings

Subject to applicable law, Acuity Knowledge Partners may take photographs, video and make audio and/or visual recordings of our employees, and use such photographs, videos, or recordings of our employees, including those taken or recorded by third parties, for any use in connection with Acuity Knowledge Partners business in its internal or external materials, including but not limited to electronic and print formats as well as on Acuity Knowledge Partners intranet and external websites, and on social media. Acuity Knowledge Partners will use reasonable efforts to inform you when you are participating in a Acuity Knowledge Partners event that is being photographed or recorded. By participating in such events, to the extent permitted by applicable law, you consent to being photographed and recorded and to Acuity Knowledge Partners use of such photographs and recordings of you as described above at any time. If explicit individual consent is required to be obtained for such purposes under local applicable laws, Acuity Knowledge Partners will use reasonable efforts to obtain such consent.

To prevent disclosure of material non-public information and/ or confidential information regularly used and/or received in the regular course of business, to protect the privacy of employees, customers and other third parties, and to prevent sexual and other harassment in the workplace or otherwise, Acuity Knowledge Partners prohibits employees from engaging in any type of surreptitious and/or unauthorized video and/or audio recording or photography while employees are engaged in Acuity Knowledge Partners business. In addition, local laws in many jurisdictions prohibit photography, video and/or audio recording without permission from the party being recorded.



The way we deal with our customers, business partners and competitors molds our reputation, builds long-term trust and ultimately determines our success.

How We Treat Our Customers, Business Partners and Competitors

Fair Dealing

The Company depends on its reputation for integrity. The way we deal with our customers, business partners and competitors mold our reputation, builds long-term trust and ultimately determines our success. You should deal fairly with the Company's customers, business partners, competitors, and employees. We must never take unfair advantage of others through manipulation, concealment, abuse of information, misrepresentation of material facts, or any other unfair dealing practice.

Confidentiality

All Acuity Knowledge Partners employees must protect confidential information they receive in the course of performing their job responsibilities. Confidential information can include Acuity Knowledge Partners internal business information, information received from customers, and information about Acuity Knowledge Partners employees. Protecting confidential information helps the Company to fulfill its legal obligations and helps to encourage customers' good faith disclosures.

Because there is a wide variety of information that should be maintained as confidential, you should err on the side of caution and refrain from disclosing any such information until you have determined whether it is confidential. If you have questions about whether certain information is confidential, please contact your manager, Acuity Knowledge Partners Legal or Compliance department.

As a general matter, you may share confidential information only with other Acuity Knowledge Partners employees who have a business need to know such information. Absent such a business need to know, you should not share confidential information with other Acuity Knowledge Partners employees.

You must not discuss confidential information with third parties, including family members or business or social acquaintances, or in places where you can be overheard, such as taxis, elevators, or restaurants. You must also secure documents, devices, and computer files that contain confidential information.

In addition to harming the Company, the inappropriate disclosure or misuse of confidential information could violate insider trading or market abuse laws, as discussed under the Insider Trading/Market Abuse section of this Code, as well as data protection regulations. Employees who inappropriately disclose or otherwise misuse confidential information may be subject to disciplinary action up to and including termination.

Finally, here are a few important reminders about confidential information:

- To the extent that an employee is obligated to keep information confidential, that obligation continues even after the employee's employment with Acuity Knowledge Partners terminates for any reason.
- Acuity Knowledge Partners Legal department must review all agreements relating to confidentiality prior to their execution.
- Use of personal email accounts to store, transfer, or distribute Acuity Knowledge Partners confidential information is not permitted, except as provided in Acuity Knowledge Partners IT Use Policy, which is posted on the Company's intranet.

Antitrust and Competition

Acuity Knowledge Partners is committed to compliance with the antitrust and competition laws of any country that apply to the Company's business. Acuity Knowledge Partners will not tolerate any business transaction or activity that violates those laws. The general aim of the antitrust laws is to promote free and open competition based on quality, price, and service. Free and open competition requires that we refrain from: collaborating or communicating with any competitor in any way that might injure competition; securing, threatening to secure, or maintaining a monopoly through anticompetitive means (in the United States) or "abusing a dominant market position" (in other jurisdictions); or otherwise harming normal competition.

Antitrust violations can result in very large corporate fines, as well as fines and jail terms for individuals. In addition, antitrust laws in certain jurisdictions allow parties injured by an antitrust violation to recover substantial damage awards.

The antitrust laws are deliberately broad and general in their language. They contain sweeping provisions against restraints that threaten a competitive business economy, but they provide no definitive list of those activities. This means we must pay careful attention to possible antitrust implications of the Company's business activities. Acuity Knowledge Partners Legal department should be contacted in all cases of doubt.

? What agreements among competitors are prohibited?

Competitors are not permitted to agree among themselves on prices or other terms of sale or to divide territories or customers among themselves. Agreements of this type are among the most serious of antitrust offenses.

Certain agreements with competitors are illegal under the antitrust or competition laws. As a rule, actual or potential competitors are not permitted to act in concert, including signaling to one another, or agreeing expressly or tacitly among themselves, to fix, set, or control the availability of any products or services, the prices, or any associated terms or conditions. For purposes of antitrust law, agreements do not have to be formal or written. Any kind of informal understanding between two or more companies regarding the adoption of a business practice may be used as evidence of an illegal agreement. Even social conversations may be used as evidence that an agreement existed.

These are the most significant arrangements with competitors that raise antitrust scrutiny:

Price Agreements: Any agreement or understanding among competitors to fix or control prices is illegal. You should never communicate with a competitor about current or future prices, pricing policies, bids, costs, margins, discounts, promotions, terms and conditions of sale, credit terms, or royalties. The basic rule in determining prices is simple: The Company must determine the price and conditions of sale of its products and services independently and not communicate with its competitors, directly or indirectly, regarding any of these terms.

Allocation of Territories or Customers: It may be illegal for competitors to divide or allocate sales territories or customers among themselves. Never agree with a competitor to sell or refrain from selling in any geographic area or to any customers or class of customers or to divide or share a customer's business.

Agreements to Limit or Restrict Production: It is illegal for competitors to agree among themselves to restrict or increase production or supply. Consult with Acuity Knowledge Partners Legal department in advance when there will be discussions with competitors about limits on the collection of data.

Marketing: Competitors should not agree upon or coordinate sales, marketing, or promotional activities or plans.

Boycotts: It is illegal for competitors to agree they will not sell to or buy from particular individuals or firms.

Provision of Commercially Sensitive Information: The act of exchanging commercially sensitive information with a competitor may be illegal in some circumstances. Commercially sensitive information includes any information regarding prices, pricing policies, bids, costs, margins, discounts, promotions, terms and conditions of sale, credit terms, royalties, business plans, marketing plans, promotional activities, plans for dealing with customers or suppliers, current or future R&D activities, and information of a similar nature. You must always avoid sharing commercially sensitive information with competitors. Although information exchanges for benchmarking purposes may be lawful when conducted by a third party, you must consult with Acuity Knowledge Partners Legal department before entering into any information exchange that involves competitors conducted by third parties, such as trade associations. If you receive commercially sensitive information from a competitor, you should avoid reviewing the information once you have determined that it is commercially sensitive, refuse to discuss that information with the competitor, avoid sharing the information with any colleague, and notify Acuity Knowledge Partners Legal department immediately. You also must consult with Acuity Knowledge Partners Legal department before engaging a third party to gather competitive intelligence. While it is lawful to obtain competitive intelligence from public sources or customers, do not use third parties as conduits to share information with or obtain information from competitors.

Standardization: Standardization agreements often benefit customers by enabling them to deal with multiple suppliers through a common interface. However, product standardization may also violate the antitrust laws under some circumstances. Consult Acuity Knowledge Partners Legal department before entering into any discussions regarding standardization.

Trade Associations: You must exercise extra caution when participating in industry or trade association meetings with personnel from competitor companies. Before participating in an industry association working group that includes one or more employees of a competitor, you must obtain approval from the Legal department. You should always request a draft agenda before any meeting, adhere closely to the agenda items, request that minutes be taken of any meeting, avoid discussions. You should always request a draft agenda before any meeting, adhere closely to the agenda items, request that minutes be taken of any meeting, avoid discussions or interactions that may violate antitrust and competition laws and regulations, and abide by the guidelines issued by the organization in addition to guidance that may be provided by Acuity Knowledge Partners Legal or Compliance departments. If any interaction occurs that you believe may violate the antitrust and anti-competition laws, regulations, or this Code, you should leave the meeting and contact Acuity Knowledge Partners Legal department.

The above list is not intended to be all-inclusive. Before negotiating any agreement with a competitor, you must seek and receive clearance from the Legal department.

In addition to the types of arrangements discussed above, interactions with competitors can present significant potential risk of non-compliance with global antitrust and competition laws. As a result, certain types of interactions with employees of competitors require pre-approval from the Legal department. For more information regarding how to handle such interactions in a lawful, appropriate way, what types of interactions require pre-approval, and how to seek such pre-approval when required, please consult the Guidance on Interactions with Employees of Competitors, which is posted on the Company's intranet.

? What do I do if I receive an inappropriate request?

If you are asked by a competitor to enter into an illegal or questionable agreement on pricing or other activities discussed above, or to share information about Acuity Knowledge Partners practices, you should immediately inform Acuity Knowledge Partners Legal department about the incident. The Legal department will assist you in determining the appropriate action to take:

? What other practices should I be concerned about?

Certain agreements with customers and suppliers and some forms of unilateral conduct may also violate antitrust law. These are the most significant forms of conduct that raise antitrust scrutiny:

Agreements That Limit Customers' Ability to Deal with Competitors: Agreements that restrict customers' ability to deal with competitors, such as agreements that require customers to buy all or most of their requirements from a particular seller, may violate antitrust law under some circumstances. You should not enter into agreements that limit or seek to limit the other party's ability to purchase goods or services from Acuity Knowledge Partners competitors or penalize the other party for dealing with Acuity Knowledge Partners competitors.

Predatory Pricing: Pricing below an appropriate measure of cost may be unlawful in certain circumstances. You must consult with Acuity Knowledge Partners Legal department before offering a product or service at a price below Acuity Knowledge Partners cost of providing the product or service.

Loyalty Discounts: Market share discounts and other loyalty incentives may violate antitrust law under some circumstances. Generally, volume discounts given pursuant to a uniform schedule of purchases are permissible. However, discounts that require customers to purchase all or most of their needs for a particular type of product from Acuity Knowledge Partners may be illegal in some circumstances. Lump sum and retroactive rebates (i.e., rebates that are triggered upon reaching a purchase threshold but then apply to purchases below the threshold) should be avoided. Before offering or implementing any loyalty discount, you must consult with Acuity Knowledge Partners Legal department.

Tying: Agreements that require a customer, as a condition of purchasing one product, to also purchase a second, distinct product, may violate antitrust law in some cases. Because the legality of any such tying arrangement depends on a number of complex legal and economic factors, no such arrangement should be implemented without prior consultation with Acuity Knowledge Partners Legal department.

Refusals to Deal: Generally, the Company has the legal right to refuse to buy from or sell to anyone. However, the Company must reach these decisions independently. An agreement with a supplier or customer not to deal with a competitor of that supplier or customer may be illegal in some circumstances. In some cases, even an independent decision to refuse to deal, if made by a company with a dominant position, may be illegal. An independent refusal to deal is more likely to constitute a violation if it involves a discontinuation of a business relationship rather than a refusal to enter into a new relationship. A refusal also may be illegal if it is undertaken to pressure a counterparty not to deal with a Acuity Knowledge Partners competitor or to punish it for doing so. Do not agree with a supplier or customer on third parties with which either party may transact business, and consult with Acuity Knowledge Partners Legal department before refusing to deal with either a competitor or with a significant customer of a competitor.

Price Discrimination: Under the EU and certain other jurisdictions, price discrimination by companies with a dominant position may be an “abuse of that dominant position” and illegal under some circumstances.

While U.S. antitrust law provisions regarding price discrimination are typically inapplicable to Acuity Knowledge Partners because they apply only to the sale of commodities or tangible products, a number of U.S. states have laws regarding price discrimination that do apply to services.

Disparagement: Statements critical of competitors, if false or misleading, are disparaging and may in some circumstances violate the antitrust laws, as well as the fraud and deception laws discussed elsewhere in the Code. It is permissible, however, to make factually accurate statements about competitors’ performance and product attributes to highlight areas in which Acuity Knowledge Partners is superior.

Interference with the Contracts of Competitors: Never urge a customer or prospect to violate a contract with a competitor.

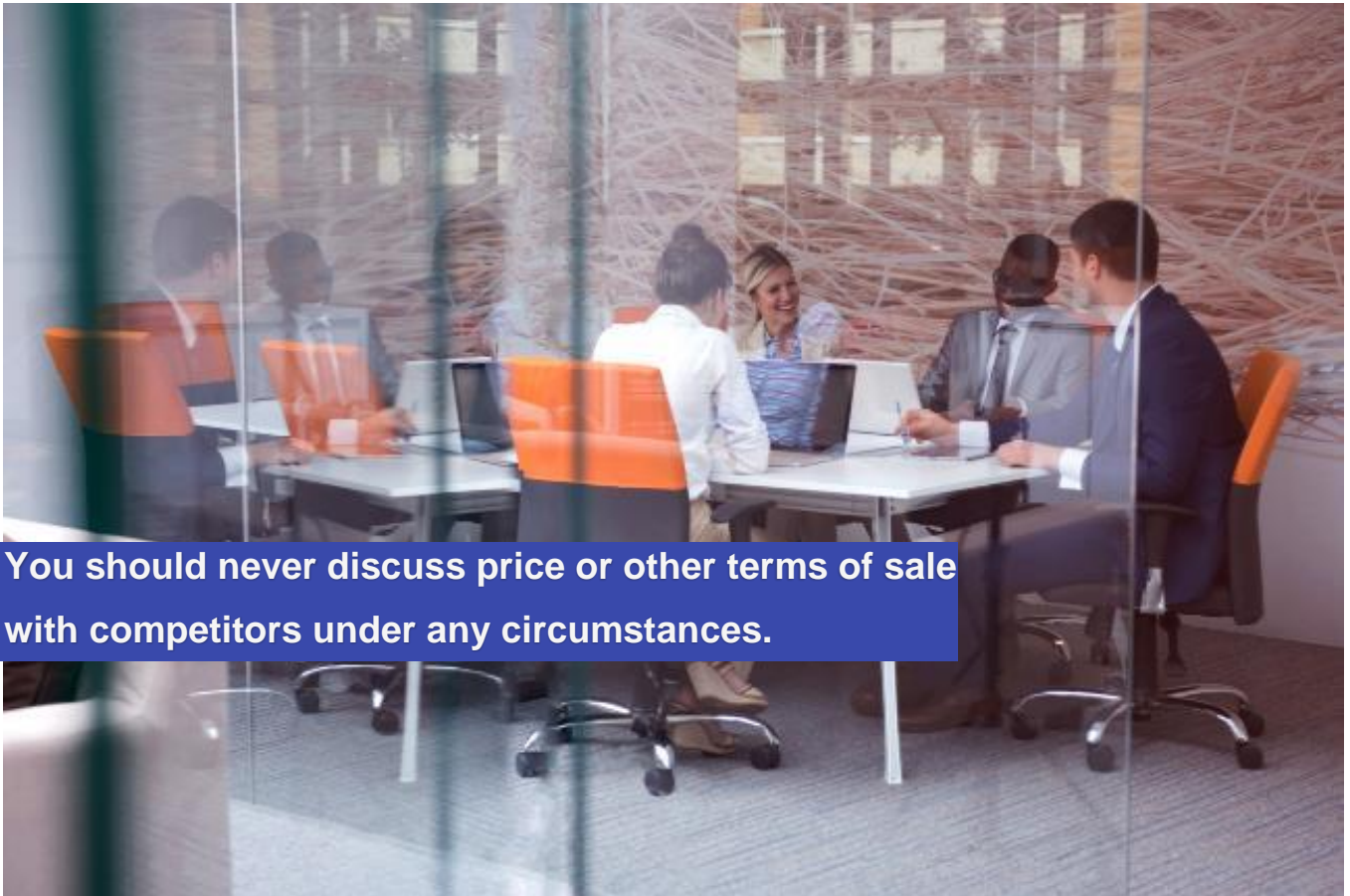
What if there is no formal agreement?

Remember, anticompetitive agreements do not have to be covered by formal or written agreements to be unlawful. Any kind of casual understanding between two companies that a business practice adopted by one would be followed by the other may be used in court to prove an illegal agreement.

Even social conversations or other casual communications (including emails or other electronic communications) can be used as evidence of anti-competitive behavior. Government regulators have heightened sensitivities with respect to trade and industry association meetings, which provide an opportunity for competitors to interact, so you should be particularly diligent in such situations to avoid actions that could carry even the appearance of wrongdoing.

Memos and other written communications that use casual or inappropriate language might someday be examined by a government agency or opposing lawyers. Using such language may raise questions about conduct that is entirely legal and may undermine our efforts to comply with the antitrust and competition laws. You must be cognizant of these concerns in all of your communications. For example:

- Report facts, be concise and objective, and indicate the source of any competitive intelligence.
- Do not draw legal conclusions.
- Avoid any suggestion that could be construed as an attempt to hide an action, such as “Please delete after reading.”
- Avoid words that falsely suggest wrongfulness for legitimate business conduct, such as stating that “We stole this customer from our competitor” when the Company won the customer through a fair competition.
- Do not refer to “industry policies,” “industry price,” or similar expressions that imply a common course of action exists when it does not exist.
- Avoid hyperbole when discussing competitors or competition.
- Do not overstate your share of the market or refer to a market that is unreasonably narrow in light of commercial realities to make your market share appear larger.



You should never discuss price or other terms of sale with competitors under any circumstances.

? What do I do if an employee of a competitor tries to engage me in a discussion about our product offerings or pricing?

You should never discuss price or other terms of sale with competitors under any circumstances. It is too easy for others to misinterpret any conversations you have, however innocent you believe them to be. You should say forcefully that you cannot talk about or participate in any discussion regarding price or other competitively sensitive matters. If the talk continues, walk out and make a show of it so your protest will be remembered, and inform Acuity Knowledge Partners Legal department. Discussions like these are frequently used as evidence of illegal agreements, even against people who participated unwillingly but silently.

? What should I do if I learn that a competitor is disparaging or making false statements about Acuity Knowledge Partners products?

When confronted with an erroneous statement about Acuity Knowledge Partners, you should state the facts truthfully. You should not comment on the ethics of the source of the erroneous statements. If the source of the erroneous statements can be identified, or if the statements are particularly egregious, you should inform a department manager or the Legal department.



Acuity Knowledge Partners requires its employees and directors to conduct themselves according to the highest standards of integrity and ethics in all of their business activities.

How We Protect the Company

Acuity Knowledge Partners requires its employees and directors to conduct themselves according to the highest standards of integrity and ethics in all of their business activities. Besides being the right thing to do, ethical conduct is good business practice because it is essential for maintaining trusting relationships with our customers. Business conduct is also regulated by many laws relating to fraud, deceptive acts, bribery and corruption, consumer protection, competition, unfair trade practices, and property, including intellectual property such as patents, trademarks, and copyrights.

Maintaining Accurate Business Records

Accurate business records must be maintained. Company business records must always be prepared accurately and reliably, reflect the true nature of the transaction, and be stored properly. All transactions must be executed in accordance with the Company's general or specific authorization. The Company's books, records and accounts must reflect all transactions and all other events of the Company that are the subject of a specific regulatory record-keeping requirement or Company record-keeping policy. Accurate business records are also required to allow the Company to fulfill its obligation to provide full, fair, timely, and understandable financial and other disclosure to the public and governments around the world.

Examples of improper business records include making records appear as though payments were made to one person when, in fact, they were made to another, submitting expense reports that do not accurately reflect the true nature of the expense, or submitting inaccurate sales results to the accounting department. It is very important that no one creates or participates in the creation of any records that are intended to mislead anyone or conceal anything. Any employee who creates or participates in the creation of misleading or falsified records will be subject to disciplinary action up to and including termination.

The financial and other books and records of the Company must not be falsified. Anyone having information or knowledge of any hidden fund or asset, of any false or artificial entry in the Company's books and records, or of any inappropriate payment, should promptly report the matter to the Controller and the Legal department.

EXAMPLE:

An employee's spouse accompanies the employee on a business trip for purely personal reasons. The employee submits an expense report that includes two expensive dinners and theater tickets. In the report, the employee falsely indicates that employee was joined by a customer at the dinners and theater when the employee really was with the spouse. Submitting an expense report that falsely identifies who attended an event is strictly prohibited.

What should I do if I believe that an employee has created an inaccurate business record?

If you believe that an employee may have created an inaccurate business record, you can speak to that employee directly if you feel comfortable doing so. In addition, you should report your concern to the Finance and to the Legal department. Submitting false financial results violates this Code and can result in fraud charges against the Company.

Deception and Fraud

You must not engage in any form of fraud or deception with a customer, the Company, or any other party. The basis of deception or fraud is a misrepresentation, which in its simplest form is a statement that is not true or is misleading. To avoid any suggestion of deception or fraud, you should note the following:

- Representations as a whole can be misleading, even though each statement considered separately is literally true.
- Failure to disclose important additional or qualifying information may be a misrepresentation.
- Representations should not shade the truth.
- Representations should not claim characteristics for a product or service that it does not have.

Representations concerning the factual characteristics of Acuity Knowledge Partners and its competitors' products and services must be capable of being proven.

EXAMPLE:

Acuity Knowledge Partners Analytics is developing a new product. The exact timeline for the launch is uncertain but in an effort to close a big sale with an important customer, the sales representative promises that it will be available by year end. You cannot make claims about a product that are not based on facts and cannot be proved. Even if you have been authorized to tell a customer a new product is under development, if you have not been formally notified by the Company when the product will be available, you cannot promise that product by a date you have chosen.

Can I dispute a claim being made by a competitor if I know the claim is not true?

You can dispute the claim if the Company has proof to back up any statements you make about the competition. If you know of anyone making claims about Acuity Knowledge Partners that you believe are untrue, notify the Legal department.

Corporate Opportunities

Employees and directors owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises. If you learn of a business or investment opportunity through the use of corporate property or information or your position at the Company, such as from a competitor or actual or potential customer, supplier or business associate of the Company, you may not participate in the opportunity or make the investment, or assist another person in so doing, without the prior written approval of the Legal department. Directors must obtain the prior approval of the Board. Such an opportunity should be considered an investment opportunity for the Company in the first instance. You may not use corporate property or information or your position at the Company for personal gain, and you may not compete with the Company, nor may you assist someone else in so doing.

Conflicts of Interest

Acuity Knowledge Partners long-established internal policies to mitigate conflicts of interest are essential for our credibility in the market and the independence of our employees. Your obligation to conduct the Company's business in an honest and ethical manner includes the ethical handling of actual and potential conflicts of interest between personal and business relationships.

Special rules apply to executive officers and directors of Acuity Knowledge Partners who engage in conduct that creates an actual, apparent or potential conflict of interest. Before engaging in any such conduct, executive officers and directors must make full disclosure of all facts and circumstances to the General Counsel and the Chairman of the Audit Committee of the Board of Directors and obtain the prior written approval of the Audit Committee.

A conflict of interest exists when your personal interest interferes in any way with the interests of the Company. Actual or potential conflicts of interest can arise in a variety of circumstances. Below, the Code addresses several ways in which conflicts of interest can arise, including: Interests in Outside Companies; Positions with Outside Entities; and Accepting Gifts, Entertainment or Other Things of Value. In addition to those situations discussed in further detail below, here are some additional examples of situations that can create actual or potential conflicts of interest:

Improper Personal Benefits: Conflicts of interest arise when an employee or director, or a member of employee's family, receives improper personal benefits as a result of employee's position in the Company. Such personal benefits can take a variety of forms, including discounts, opportunities, or other advantages. You may not accept any benefits from the Company that have not been duly authorized and approved by the Company, including any Company loans or guarantees of your personal obligations. The Company will not make any personal loans to nor guarantee the personal obligations of directors and executive officers.

Personal Relationships: A conflict of interest may arise from the personal relationship of a Acuity Knowledge Partners employee with an employee of a customer, issuer, vendor, or other business contact. If you have or become involved in any such a relationship, subject to applicable law, you should notify your manager and a member of the Compliance department, who will assess the situation and advise you whether any steps must be taken to mitigate the conflict.

Business Travel: In accordance with Acuity Knowledge Partners policies, employees travelling on business for the Company should take advantage of the lowest logical fare and accommodations offered. Employees should not book travel

on particular carriers or at particular hotels based solely on their personal preference or participation in any rewards programs if another, more cost-effective alternative is available.

Prior Employment: An employee's recent employment at a customer, vendor, or other business contact can create an actual or potential conflict of interest with the employee's job duties at Acuity Knowledge Partners. As a result, employees may be required to refrain from participating in certain professional activities relating to that employer.

Employees are required to disclose any actual or potential conflicts of interest so the Company can determine what, if any, action to take to mitigate the conflict. If you have any questions regarding whether a particular situation may create a conflict of interest, please contact the Compliance department.

Interests in Outside Companies

Decisions to do business with individuals or companies must be made solely on the basis of the best interests of the Company. You should not participate in the selection of vendors, business partners or contractors, or make any decisions as part of your job for any entity, if you or an immediate relation has a significant business interest in such entity.

You should not acquire a significant business interest in any entity that may create an actual or potential conflict with your duties on behalf of Acuity Knowledge Partners, unless you obtain approval first from your manager or supervisor and then have your request reviewed by the Compliance department.

EXAMPLE:

You are an information services manager at Acuity Knowledge Partners. For many years, you have held a private investment in XYZ Software Company, a private company, that is now worth \$20,000. Your manager assigns you to develop specifications for the purchase of a new software package, and XYZ is one of the major vendors. Although you don't believe that it will affect your judgment or create a conflict of interest, you should inform your manager of your ownership of the XYZ interest. Your manager will decide whether you should be taken off that particular assignment, and whether you need to report the outside business interest.

If you are uncertain whether an interest is significant, you should disclose it to your manager, who can decide whether you should be assigned to duties involving the company in question and whether such significant interest may require further reporting to the Compliance department.

Please consult the Outside Business Interests Policy and Procedures (posted on the Company's intranet) for further guidance regarding outside business interests.

Positions with Outside Entities

An employee or director of Acuity Knowledge Partners serving as an officer or director of an outside company may be regarded as a representative of Acuity Knowledge Partners and might find employee's duties with that company to be in conflict with Acuity Knowledge Partners interests. Employees may not accept such a position unless and until they have received approval first from their manager or supervisor and then review from the Compliance department, subject to applicable law.

An employee should not take a part-time or second job or any position with an outside entity, including not-for-profit entities, that may create a conflict of interest with the duties that the employee performs for the Company. Before accepting any outside employment or other position, whether paid or unpaid, at an outside entity, you should discuss first with your manager or supervisor whether such a position would present a conflict of interest. If your manager supports the outside position, there is a process for disclosure of the outside position that requires the approval by the manager and review by Compliance.

Please consult the Outside Business Interests Policy and Procedures (posted on the Company's intranet) for further guidance regarding outside business interests.

 **Can I sell products to my co-workers or Acuity Knowledge Partners customers? What about charitable contributions?**

Solicitation by employees of other Acuity Knowledge Partners employees or customers for personal gain is prohibited. This principle applies whether the employee is on working time, on a break, or at lunch. Employees also may not use Company resources, including telephones, fax machines, and computers, to engage in an outside business activity.

This prohibition is not intended to prevent employees from soliciting charitable contributions from other employees, or from raising funds on behalf of charitable organizations, provided the employees who are solicited are not subordinates of the soliciting employee. However, as discussed in the Use of Company Resources section below, employees should be aware that they may not use Acuity Knowledge Partners technology resources to solicit such contributions.

Accepting Gifts, Entertainment or Other Things of Value

The receipt of gifts, entertainment, or other things of value from entities or persons who do or are seeking to do business with Acuity Knowledge Partners can influence, or appear to influence, your business judgment, can create actual or potential conflicts of interest, and could lead to inferences of bribery under the laws in certain jurisdictions. For that reason, Acuity Knowledge Partners places strict limits on the types of gifts, entertainment, or other things of value employees may accept from such business contacts.

Certain types of gifts, entertainment, or other things of value are always improper, and therefore may not be accepted at any time. Specifically, you are prohibited from accepting:

- Any gift in the form of cash or any cash equivalent, such as a gift certificate or gift card;
- Any gift, entertainment, or other thing of value, regardless of its value, where there is any reason to believe that it is being offered in an attempt to influence your work at Acuity Knowledge Partners;
- Any gift, entertainment, or other thing of value that is extravagant or lavish in nature, or which exceeds local social or business custom; and/or
- Any gift, entertainment, or other thing of value that is intended to be concealed or is not offered openly and transparently.

Finally, you should never solicit or encourage any business contact to offer you a gift or other thing of value.

Subject to the prohibitions described above and to applicable law, all Acuity Knowledge Partners employees are permitted to accept the following gifts, entertainment, or other things of value:

- Occasional non-cash business gifts of nominal value (less than or equal to US \$50 per gift or the relevant local equivalent). The total value of such gifts from any business contact may not exceed US \$100 in any 12-month period.
- Customary and reasonable meals and entertainment at which the non-Acuity Knowledge Partners business contact also is present, such as an occasional business meal or sporting event, where there is a legitimate business purpose.

Employees should be guided by the below examples when determining whether it is appropriate to accept a gift, entertainment, or other thing of value:

- A promotional ballpoint pen would be of nominal value, but a gold wristwatch would not be acceptable.
- A holiday gift of a bottle of wine from a vendor or customer would be of nominal value (provided it is worth \$50 or less), but a case of fine champagne would not be acceptable.
- Tickets to an ordinary sporting event, which you attend with a business contact, would be considered customary and reasonable, but tickets to the World Cup, Super Bowl, or other similar major sporting event would be considered excessive in value and should not be accepted.
- Ordinary business meals are acceptable, but a lavish dinner at a four-star restaurant likely would not be. Good judgment would also dictate that Acuity Knowledge Partners should periodically assume the cost of the meal as a business expense.

If you are offered a gift, entertainment, or other thing of value, and you have any question about the appropriateness of accepting it, you should seek guidance from the Compliance department prior to acceptance.

Gifts, entertainment, or other things of value that do not meet the requirements outlined above should be returned to the donor as tactfully as possible. You may refer to this Code when you return such a gift, and you should report such a gift to your manager and the Compliance department.

Finally, laws and customs of some countries permit gifts and courtesies beyond these parameters and refusing such gifts or courtesies might be considered offensive in that country. All Acuity Knowledge Partners employees should consult the Compliance department if they encounter a situation in which the gift, entertainment, or other thing of value exceeds these rules but their refusal to accept would be seen as offensive.

For information regarding the giving of gifts, please refer to the Anti-Bribery and Anti-Corruption section of the Code.

? What do I do if I receive a perishable gift?

Employees who receive a perishable gift that exceeds the \$50 limit set out above may, with the approval of their manager and the Compliance department, share such gift with their office colleagues or donate it to a public service or social service organization.

? I am presenting at a conference. May I accept reimbursement for my admission fee, as well as my travel, lodging, and other incidental expenses?

All Acuity Knowledge Partners employees may accept reimbursement and/ or fee waivers as these are not considered gifts under the Code. However, such reimbursement (or direct payment of such expenses on your behalf) must be for your individual travel, lodging, meals, and other reasonable expenses. You should not accept reimbursement for lavish or extravagant travel, lodging, or other expenses. You also may not be reimbursed for the travel or other expenses of any family members who accompany you.

Vendor Selection

The Company will purchase all of its services and supplies on the basis of quality, price, and service. The fact that a vendor is also a customer of the Company shall not be the basis for making purchasing decisions.

Intellectual Property

When you perform work for Acuity Knowledge Partners, Acuity Knowledge Partners owns all intellectual property rights in your work product ("Work Product"), to the extent permitted by applicable law, including but not limited to all copyrights, trademarks, patents, inventions, and know how associated with the Work Product. To the extent permitted by applicable law, your Work Product is considered "work made for hire" created for Acuity Knowledge Partners. If for some reason any Work Product you create is not deemed work made for hire or does not belong to Acuity Knowledge Partners by operation of applicable law, you assign and agree to assign to Acuity Knowledge Partners any and all of your right, title and interest in and to the Work Product, including all copyright (and all future copyright) and patent rights or, if applicable local law does not permit assignment of rights, you grant Acuity Knowledge Partners an exclusive, unlimited, worldwide, perpetual, royalty-free license, to the extent permitted by local law. In relation to any Work Product in which you have a moral right, to the extent permitted by applicable law, you irrevocably consent to Acuity Knowledge Partners using such Work Product in any manner that might otherwise infringe such moral right. If requested by Acuity Knowledge Partners, you will execute any further documents necessary to document Acuity Knowledge Partners ownership of the Work Product. When you develop new Work Product, you will disclose it promptly to Acuity Knowledge Partners. You agree not to use or misappropriate any third-party intellectual property, confidential or proprietary information, or trade secrets in creating Work Product or performing any service for Acuity Knowledge Partners.

Unauthorized Copying or Use

Generally, it is against the law to make copies of legally protected works of others or to use them without proper permission. Wrongful copying of copyrighted materials can result in personal, as well as Company, liability.

Protected works include most publications, computer software, video and audio tapes or files, and certain databases. In addition, protected works may include material displayed or published on web sites, including articles, musical recordings (such as MP3 files), graphic designs, photographic images, and audiovisual materials.

As employees of a company whose business is based on its valuable intellectual property, we must be especially sensitive to the intellectual property rights of others. You must not, when preparing any presentation to or publication for Acuity Knowledge Partners employees, customers, investors, or other third parties, copy or use any protected works prepared by any other person who is not a Acuity Knowledge Partners employee, or was not a Acuity Knowledge Partners employee when such material was prepared, unless you: (a) acknowledge the use of such other person's protected works and identify in the relevant presentation or publication, at a minimum, the name of the author, publisher, and owner of the protected works; and (b) obtain the consent in writing of the owner of the protected works if more than an insubstantial portion of the original work is used. Acuity Knowledge Partners Legal department can assist you in determining whether such written consent is required.

The law does permit in some circumstances certain "fair use" or "fair dealing" of protected works, but this right is limited and reliance on it should be made only in consultation with Acuity Knowledge Partners Legal department.

When is copying permitted?

These are some of the limited circumstances where copying by the Company may be permitted, depending upon applicable law:

- Preparing a new work summarizing others' copyrighted material and including it in Company publications or reports together with brief quotations.
- Occasional copying of a small portion of an article or book, citing that article or book (but not any extensive or regular copying of an outside publication to reduce subscription costs and broaden internal distribution).
- Making a copy of a computer program as an archival or backup copy.
- Forwarding a link to a web site where information of interest is published.

Some of these examples may still be prohibited due to confidentiality obligations to third parties or contractual restrictions. The circumstances under which copying by the Company is permitted may differ from jurisdiction to jurisdiction depending on each jurisdiction's intellectual property laws, as well as the specific facts relating to the copying. If you have any questions about whether copying is permitted, please consult Acuity Knowledge Partners Legal department.

EXAMPLE:

A company pays \$1,000 a year for its one subscription to a weekly industry newsletter. It would not be a fair use to make 12 complete copies of such newsletter each week for its regional sales managers. It may be a fair use to occasionally copy a limited excerpt from the newsletter and circulate it to the regional offices, but not if such copying would effectively serve as a substitute for the subscription. Consult the Acuity Knowledge Partners Legal department for any specific questions in this area.

Protecting Acuity Knowledge Partners Trade Secrets and Proprietary Information

We need to maintain the confidentiality of the Company's trade secrets and other proprietary information. Employees and directors may learn facts about Acuity Knowledge Partners business, plans, or operations that Acuity Knowledge Partners has not disclosed to its competitors or the general public. Examples of Company trade secrets and proprietary information may include, but are not limited to, sensitive information such as customer lists, the terms offered or prices charged to customers, non-public algorithms, formulas, or methodologies, marketing or strategic plans, potential acquisitions, or proprietary product designs or product systems developments. Employees and directors may not disclose such information except, in the ordinary course of their authorized business activities, to parties with whom Acuity Knowledge Partners has

entered into agreements containing appropriate confidentiality obligations. This restriction applies equally to the trade secrets of our customers. If you have questions about whether disclosure of a particular trade secret or proprietary information to a third party is permitted, please consult the Legal department.

Use of Company Resources

Acuity Knowledge Partners money, materials, supplies, technology and information resources, including computer systems and voice mail systems, and all information, copies of documents or messages created, sent, received, or stored on these systems are Company property and must not be used to advance your personal interests. Employees must use the Company's technology resources in accordance with Acuity Knowledge Partners IT Use Policy, which is available on the Company's intranet.

Each of us has a duty to protect the Company's assets and to use them efficiently. Theft, carelessness, and waste have a direct impact on the Company's profitability. We should take measures to prevent damage to and theft or misuse of Company property. Except as discussed below and in the IT Use Policy, Company assets, including Company time, equipment, materials, resources, and proprietary information, must be used for business purposes only. Personal calls from office telephones should be kept to a reasonable minimum. Similarly, use of Company's technology resources, including computers and the Internet, for personal matters should be kept to a reasonable minimum, and any such usage must be consistent with Acuity Knowledge Partners IT Use Policy. In no instances should such personal use of Company telephones or computers interfere with your work commitments. Further, employees may not use Company office space for personal meetings, for example, meetings with personal financial advisors.

Under no circumstances may an employee use the Company's technology resources to transmit, download, display, otherwise disseminate, or condone the receipt of any sexually explicit material or any material containing ethnic slurs, racial epithets, or anything that may be perceived as harassment of others based on their race, color, sex, gender, age, religion or religious creed, caste, national origin, ancestry, citizenship, marital status, sexual orientation, gender identity, gender expression, genetic information, physical or mental disability, military or veteran status, or any other characteristic protected by law. Employees encountering or receiving such material should immediately report the incident to their manager or to the Human Resources department.

As outlined in Acuity Knowledge Partners IT Use Policy, employees should be aware that, subject to applicable law, they have no proprietary interest in and no reasonable expectation of privacy while using any Company computer equipment, voice mail equipment or Company-provided access to the Internet, including electronic mail, collaboration tools, instant messaging, SMS text messages, or similar technologies. To the extent permitted by applicable law, Acuity Knowledge Partners reserves the right, through the use of automated software or otherwise, on a continuous, intermittent, or ad hoc basis, to monitor, open, read, review, copy, store, audit, inspect, intercept, access, disclose, and delete all computer documents, systems, disks, voice mail, Internet usage records (including any material that employees might seek to access or download from the Internet), system activity, and electronic mail of current and former employees, as well as any other communications transmitted or received through its systems without notice to any user and at any time. Such activities may be undertaken for a range of purposes, including but not limited to the following: to protect the security of Acuity Knowledge Partners documents and systems; to maintain quality standards; to provide business continuity and record retention when an employee is absent (for whatever reason) or when an employee has left the Company; to respond to any subpoena, judicial order, or other request of any governmental agency or authority; to investigate where Acuity Knowledge Partners has a legitimate and reasonable concern that an employee or former employee has engaged in wrongdoing, unlawful or illegal acts, or may be in breach of Company requirements or policies; or as the Company's business needs may otherwise require. To the extent permitted by applicable law, the results of any such review, audit, inspection, interception, access, or disclosure may be used for disciplinary purposes or in legal proceedings. To the extent permitted by applicable law, your use of Company computer, voice mail, and electronic communications systems constitutes your acknowledgement and understanding of the foregoing rights of Acuity Knowledge Partners and your consent to them.

Any employee who wishes to avoid inspection of any private personal data should not use Company equipment for personal matters or save any private personal data on Company computer storage devices.

When you leave the Company, all Company property must be returned to the Company.

Safeguarding Acuity Knowledge Partners Technology Resources

Employees are responsible for safeguarding their passwords for access to all Company technology resources, including computer and voice mail systems. Individual passwords must not be given to others, nor should employees access any account on Company computer and voice mail systems other than their own. Employees must safeguard the laptops, smart phones, or any other technology resources provided to them by the Company and should exercise the highest standard of care reasonable and appropriate to the circumstances to prevent such technology resources from being lost, stolen, or accessed by an unauthorized person.

The Company has also installed a number of security features and controls, such as firewalls, proxy servers, and anti-malware software, to protect its information technology. You should never disable or attempt to evade the operation of these security features.

If you suspect or become aware of any unauthorized access to, or loss, misuse, or acquisition of, Acuity Knowledge Partners technology resources, or information maintained on, or handled by any technology resource, or any other incident in which the security of Acuity Knowledge Partners technology resources or information systems may have been compromised, you must immediately report such incident to Acuity Knowledge Partners Help Desk.

Use of Personal Electronic Devices

Employees' use of any type of personal electronic devices while conducting any Acuity Knowledge Partners business is subject to relevant Acuity Knowledge Partners policies, including the IT Use Policy.

Approved employees may be provided with remote access to Acuity Knowledge Partners technology resources through a secure Virtual Private Network ("VPN"). In addition, approved employees may be permitted to access Acuity Knowledge Partners technology resources through certain models of personally-owned mobile computing devices using a Acuity Knowledge Partners selected third party downloadable software application.

You should not inadvertently disclose confidential information using your personal electronic devices. For example, when attending Acuity Knowledge Partners meetings or traveling for business, do not publicize your activities or location on social media sites or otherwise, including through GPS-based mobile applications, because this could alert others about non-public events or information.

Employees are reminded that affirmatively downloading, copying, saving, creating, or working on any Acuity Knowledge Partners files containing Acuity Knowledge Partners confidential or proprietary information on any system or device that is not a Acuity Knowledge Partners technology resource, including personally owned devices, is not permitted.



Social Media

Acuity Knowledge Partners recognizes that social media has become an important tool for various aspects of Acuity Knowledge Partners businesses, and that access to certain social media sites (e.g., LinkedIn, Twitter, etc.) for legitimate business purposes may be useful for employees in connection with their roles and responsibilities within Acuity Knowledge Partners. However, Acuity Knowledge Partners has determined that it is in the Company's best interest to block access to certain social media sites from Acuity Knowledge Partners network, including certain sites that are primarily used for personal communications, such as Facebook. In addition, Acuity Knowledge Partners has established social media requirements for employees who wish to engage in social media activities on Acuity Knowledge Partners behalf. If you have additional questions, you may consult a member of the marketing team.

In order to protect Acuity Knowledge Partners interests and your own, we encourage Acuity Knowledge Partners employees to be mindful of Acuity Knowledge Partners values and ethics when using social media for personal purposes, as any communication through social media can have far reaching and potentially unintended consequences. Your postings should not violate any applicable policy of Acuity Knowledge Partners, including our Code of Business Conduct and IT Use Policy. For example, when posting on social media, you must continue to comply with your obligations under Acuity Knowledge Partners policies regarding the protection of confidential information of Acuity Knowledge Partners, its employees, its customers, and third parties. Please note that such confidential information is defined fully in our Code of Business Conduct and IT Use Policy.

You may not speak on behalf of Acuity Knowledge Partners unless you have been authorized to do so. If your work for Acuity Knowledge Partners involves researching, analyzing, publishing on sectors, you should not post personal social media commentary about such sector that you, your team or your LOB covers, as this may give the impression that you are speaking on Acuity Knowledge Partners behalf.

Please be professional and respectful of others, and refrain from posting statements that are false, misleading, obscene, defamatory, threatening, discriminatory, or invasive of others' privacy. Acuity Knowledge Partners discourages such conduct towards anyone, including Acuity Knowledge Partners employees, its customers, and its competitors, in social media or any other forum. Remember that our Code of Business Conduct requires you to act with integrity, dignity and fairness. Please also remember that sexual harassment and other forms of discriminatory harassment, such as hostility based on race, gender, sexual orientation or other legally protected classes, are strictly forbidden.

Do not use social media for any illegal purposes. Respect copyright, trademark, privacy, financial disclosure, and all other laws. Posting other people's materials without their permission – such as photographs, articles, or music – may violate the law. Please remember that publicly disclosing confidential information may lead to liability (including personal liability) for insider trading or other violations of securities laws, and may also violate our Code of Business Conduct.

You are personally responsible for what you post. Remember that anything you post could remain public forever, even if you try to change or remove it later. Acuity Knowledge Partners is not responsible for any errors or damages you may cause or be subject to due to your postings.

Employees as Consultants/ Conversion of Consultants to Employees

Current Acuity Knowledge Partners employees may not be engaged to work as consultants, as independent contractors or as contract workers for the Company.

This applies, regardless of whether or not the work is related to the duties of the employee's position, and whether or not payment is made outside normal payroll routines.

Further, the Legal department must approve any situation in which a former Acuity Knowledge Partners employee wishes to become an independent contractor or contract worker for Acuity Knowledge Partners. In addition, the Legal and Human Resources departments should be consulted in situations in which an individual who has worked as an independent contractor/contract worker for Acuity Knowledge Partners wishes to become a Acuity Knowledge Partners employee.

Independent Contractors/Contract Workers

The Company maintains separate policies and procedures relating to the engagement of independent contractors and contract workers. No individual should be engaged to provide services to Acuity Knowledge Partners as a contract worker or independent contractor except in accordance with such policies and procedures. Please consult Human Resource department for additional information.

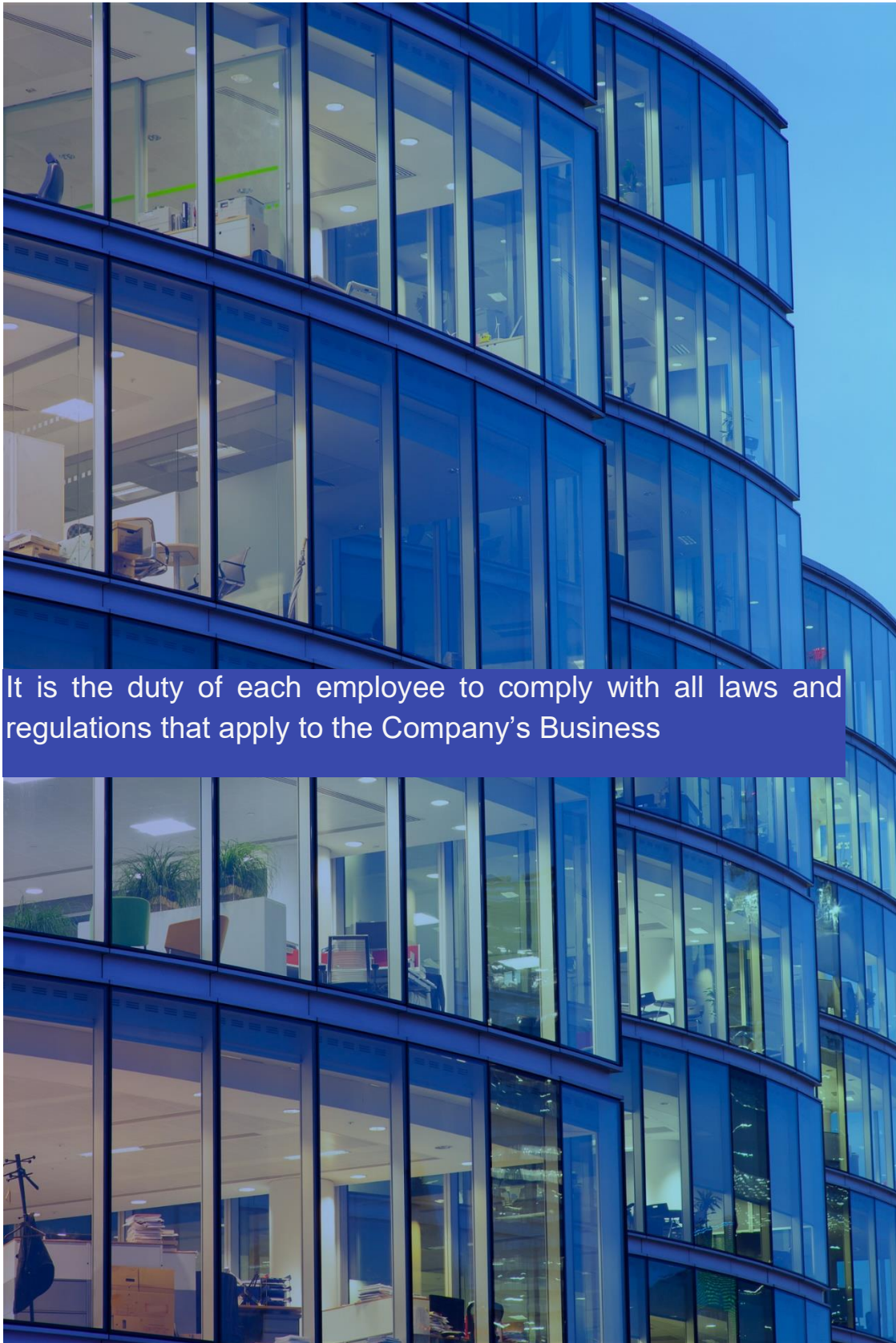
Compliance and Information Security work from home guidelines

Employees are required to comply with compliance and information security work from home guidelines. The guidelines describe employees' responsibilities while working from home and remotely.

A few mandatory guidelines are mentioned below:

- Acuity Knowledge Partners' (Acuity) employment terms require you to maintain confidentiality of information during your employment with the company; this applies when you are working from home as well.
- Employees should never discuss any aspect of clients' confidential/proprietary information, even in the most general terms, with family members or outsiders while working from home or remotely.
- Employees should avoid allowing family members or outsiders to view the screen while working from home.
- Use clients' email IDs for client-related communications only. Do not send/forward clients' email/content to non-client email IDs.
- Before clicking 'send', double-check the list of recipients, as there could be individuals with identical names in different teams.
- Always lock or shut down the machine when you are not in front of your machine or are not using it.
- Using the client's identity or brand on social media is strictly prohibited.
- Transfer of client information outside client drives/folders is strictly prohibited.

For further details please refer the Compliance and Information Security work from home guidelines.



It is the duty of each employee to comply with all laws and regulations that apply to the Company's Business

How We Act with Integrity in the Global Community

Insider Trading and Market Abuse

Employees and directors who have access to confidential information are not permitted to use or share that information for purposes of trading securities or for any other purpose except the conduct of our business. The insider trading laws and regulations of the countries prohibit buying, selling, or recommending that someone else buy or sell a company's securities while in possession of material non-public information about that company. In addition to heavy fines and lengthy prison terms, a violator in the United States or one who trades on a U.S. stock exchange can be required to pay civil penalties of up to three times the profit gained, or loss avoided, by certain unlawful transactions or disclosures. Acuity Knowledge Partners may also have to pay substantial fines. In other countries, such actions can lead to fines, public censure, compensation/restitution orders, and injunctions, as well as potential prison terms.

"Material" information is generally regarded as information that a reasonable investor would think important in deciding whether to buy, hold, or sell a security; in short, it is any information that could reasonably affect the price of the security. In other jurisdictions, "material" information may be referred to as "inside information" or "price-sensitive information."

Examples of material/inside information may include: sales results; earnings or estimates (including reaffirmations or changes to previously released earnings information); dividend actions; strategic plans; new products, discoveries or services; important personnel changes; acquisition and divestiture plans; financing plans; proposed securities offerings; marketing plans and joint ventures; government actions; major litigation, litigation developments, or potential claims; restructurings and recapitalizations; the negotiation or termination of major contracts.

EXAMPLE:

In connection with analyzing a U.S. issuer, an analyst reviews a non-public agreement that will allow the issuer to enter a very profitable new line of business. The analyst tells their sister-in-law, who buys 1,000 shares of the issuer's stock. The day after the issuer publicly discloses the agreement, its stock price jumps \$2 per share. The analyst has violated the U.S. insider trading laws, even though the analyst did not personally make a profit.

As a general rule, an employee or director who has material information before it is publicly disclosed should wait until at least the third business day after it is disclosed so that the market has sufficient time to absorb the information before making the trade.

? What is "Tipping"?

You can violate the insider trading and "market abuse" laws by disclosing material non-public information to another person. If you make such a disclosure or use such information, you can be punished even if you yourself have no financial gain and, in some jurisdictions, even if you did not intend to engage in insider trading.

? Don't insider trading laws only apply in the United States?

No. Insider trading violates fundamental concepts of fairness that are a basic part of the Company's values. Employees working outside the United States can be charged under U.S. laws for insider trading in U.S. securities. In addition, many countries in which we do business have adopted insider trading and/or "market abuse" laws. Some of those laws are even broader than those in the United States. In France, for example, the penalties include substantial fines, as well as jail terms, and such conduct may constitute a breach of both insider dealing laws and regulations giving rise to separate penalties under such rules. The rules on market abuse apply in all countries in the European Union.

? I'm an employee in Shared Services so I don't receive material non-public information about issuers. Do these rules really apply to me?

Regardless of where you work in the Company, the insider trading laws apply to you. As a Acuity Knowledge Partners employee, you may learn information about Acuity Knowledge Partners business plans that could be material non-public information about Acuity Knowledge Partners or another company. For example, you may learn that Acuity Knowledge Partners plans to increase its ownership interest in an affiliate. That company's stock price may well change because of the purchase by Acuity Knowledge Partners. The same rules that apply to material non-public information about Acuity

Knowledge Partners (or the issuers with which Acuity Knowledge Partners does business) also apply to material non-public information you learn about other companies.

Acuity Knowledge Partners Policy for Securities Trading

Acuity Knowledge Partners Personal Account Dealing Policy places additional limitations on the trading and ownership of certain securities by employees. In addition, to comply with legal requirements as well as facilitate internal monitoring, Acuity Knowledge Partners requires employees to adhere to reporting requirements relating to their securities holdings and transactions. For more information regarding the ownership and holding restrictions, as well as any reporting requirements you may have, please consult Acuity Knowledge Partners Personal Account Dealing Policy or contact a member of the Compliance department.

Anti-Bribery, Anti-Corruption and Anti-Facilitation of Tax Evasion

You must not engage in commercial or public sector bribery. This means you or anyone acting on the Company's behalf cannot offer, promise, or give, money, business courtesies, or anything else of value, directly or indirectly, to a commercial party or public official intending to receive, or for having received, favorable treatment. You are also prohibited from "turning a blind eye" to the likelihood that an agent or other third party is or will be making an improper payment in connection with the Company's business. Anti-corruption and anti-facilitation of tax evasion laws in various jurisdictions, including the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 ("UK Bribery Act"), the UK Criminal Finances Act 2017 (CFA) and local country laws where Acuity Knowledge Partners operates, restrict companies' and employees' conduct in this area and subject Acuity Knowledge Partners and its employees to serious penalties for violations. Please consult the Anti-Bribery, Anti-Corruption and Anti-Facilitation of Tax Evasion Policy for further guidance.

Because Acuity Knowledge Partners may be liable for improper payments made by third parties acting on its behalf, Acuity Knowledge Partners employees who seek to engage certain third parties that will interact with public officials or with customers or prospective customers must assure that such third parties are formally vetted before contracting for any services. Please consult the Covered Third Party Anti-Corruption Due Diligence and Contracting Procedures for further guidance.

The Company also is required to assure that its books and records accurately reflect the true nature of Company transactions, and to maintain internal accounting control systems designed to prevent and detect improper transactions. Accordingly, all information relating to business expenses or other costs incurred on behalf of the Company must be recorded accurately and with sufficient detail.

Acuity Knowledge Partners, (or its associated persons), must not deliberately facilitate tax evasion of any third party or person. The UK CFA hold Acuity Knowledge Partners criminally liable where an associated person with a link to the UK (either through employment within a UK entity, providing services to a UK entity, or physical presence in the UK) deliberately and dishonestly facilitates tax evasion in any territory worldwide. Convictions of the tax evader and/or facilitator are not required for a successful prosecution to be brought against Acuity Knowledge Partners for the failure to prevent the facilitation of tax evasion under CFA.

The prevention, detection and reporting of tax evasion are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

When is it permissible to give business courtesies to business contacts?

Employees generally may give business courtesies (including gifts) to business contacts, provided that they comply with the following requirements as set forth in Acuity Knowledge Partners Anti-Bribery and Anti-Corruption Policy: (1) the cost must be reasonable and justifiable under the circumstances; (2) they must comply with applicable laws; (3) they must not reasonably be interpreted as an attempt to obtain or retain an improper business advantage, and must not reflect negatively on the reputation of Acuity Knowledge Partners or the recipient; (4) they must be bona fide and must directly relate to a legitimate business purpose; and (5) they must be supported by receipts and must be properly documented in accordance with any applicable expense reimbursement and accounting procedures. No business courtesies may be given, directly or indirectly, to public officials without complying with all of these requirements, as well as the additional requirements set forth in Acuity Knowledge Partners Anti-Bribery and Anti-Corruption Policy. The Compliance department must approve in advance any business courtesies to be given to public officials.

If you have any questions regarding bribery and corruption matters, including questions about the application of local anti-bribery laws, please contact the Compliance department.

? What do I do if I receive an inappropriate request?

Decline the request firmly and immediately. If you are asked by a customer, public official, or other business contact to make a bribe, kickback, or other prohibited payment or gift, you should tell the person that you will not consider the request, and immediately inform your manager and Acuity Knowledge Partners Legal department about the incident.

Political Activities

Acuity Knowledge Partners encourages you to participate in the political process on your own time, as long as you take care not to imply that you are acting on behalf of Acuity Knowledge Partners. You should not permit your Acuity Knowledge Partners affiliation to be noted in any outside organization's materials or activities without the approval of Acuity Knowledge Partners Legal department unless you are serving as a Acuity Knowledge Partners representative.

Company is not permitted to make political contributions in connection with any election involving any States federal office. There are similar laws in some states and other countries. Your personal contributions must not be made with, or reimbursed by, Company funds in U.S. federal campaigns or in other U.S. or foreign campaigns where it is illegal. Individual participation must be completely voluntary and must occur only during non-working hours. Political activity may not involve the use of Acuity Knowledge Partners funds, personnel time, equipment, supplies, or facilities.

Any proposed Company political contribution anywhere should be discussed in advance with Acuity Knowledge Partners Legal department.

Influencing legislation or "lobbying" is also restricted by the laws of the United States, certain states and other countries or subdivisions thereof. Before any employee takes a public position on government actions on behalf of the Company, Acuity Knowledge Partners Legal department should be consulted. Employees who serve on government advisory boards should also be aware of applicable restrictions on their ability to promote Acuity Knowledge Partners business in conjunction with their work on such boards.

Economic and Trade Sanctions

Geographic Sanctions. Geographically-based sanctions target some or all activity in or involving certain countries or regions. The U.S. maintains comprehensive geographically-based economic and trade sanctions prohibiting virtually all transactions involving Cuba, Crimea, Iran, North Korea and Syria. These sanctions generally prohibit Acuity Knowledge Partners or its employees from providing, directly or indirectly, goods, technology, and/or services to or in connection with commerce involving these countries/regions. The EU, the United Kingdom, and other countries also have imposed more limited geographically-based sanctions prohibiting or restricting certain commercial activity involving Crimea and Syria. Although the EU and a number of other countries have lifted geographic sanctions against Iran, U.S. companies continue to be prohibited from engaging in Iran-related business. In light of the foregoing, it is Acuity Knowledge Partners policy that even though it may be lawful in some circumstances for non-U.S. affiliates of Acuity Knowledge Partners to engage in business involving these countries/regions, no Acuity Knowledge Partners employee or entity may engage in business involving or for the benefit of any entity or individual domiciled in Cuba, Crimea, Iran, North Korea, or Syria, or owned or controlled by such an entity, or with any entity owned or controlled by the governments of these countries/regions, wherever located. A current list of all U.S. sanctions programs imposed by the U.S. is available at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. Similarly, a "consolidated list of sanctions" applicable in the EU is available at http://eeas.europa.eu/archives/docs/cfsp/sanctions/docs/measures_en.pdf.

Debt and Equity-Related Sanctions. Russia and Venezuela are subject to sanctions targeting debt and equities. The U.S., the EU and Canada began imposing Russian "sectoral" sanctions, which prohibit dealings in or support for new debt or equity issued by designated companies and any companies they own (50% or more). These sanctions also apply to debt and equity issued by entities acting on behalf of, for the benefit of, or at the direction of sanctioned companies. Similar sanctions on new debt and equity were imposed on the Government of Venezuela (except for CITGO Holding). In addition, the Venezuelan sanctions prohibit transactions involving certain pre-sanctions bonds and impose other restrictions. As a result of these sanctions, Acuity Knowledge Partners (including its subsidiaries and supported affiliates) may be prohibited from providing services to companies located in, affiliated with, or engaged in dealings with Russian or Venezuelan

companies. Accordingly, Acuity Knowledge Partners Legal Department must review and approve all business involving the debt or equities of any Russian or Venezuelan company or any company in another country that is owned 50% or more or controlled by Russian or Venezuelan persons or companies, and any company suspected of acting on their behalf, for their benefit or at their direction.

Regime-Related Asset Freeze Sanctions. The U.S. has designated certain senior regime members in Belarus, Russia, Venezuela, and Zimbabwe, and certain of their associates and supporters as Specially Designated Nationals (“SDNs”). SDNs are subject to asset freeze sanctions (i.e., “blocking”), which generally prohibits Acuity Knowledge Partners or its employees from dealing, directly or indirectly, with these persons, or their property and interests in property, including any entities they own (50% more) and may require “freezing” of assets or placement of funds in a “blocked” account. The EU, United Kingdom, and other countries have imposed similar targeted sanctions involving some of these countries. Because these sanctions give rise to significant compliance risks, any business involving Belarus, Russia, Venezuela, or Zimbabwe must be approved by Acuity Knowledge Partners Legal Department before any transactions or proposals are undertaken with regard to such business.

Targeted Sanctions. In addition to the SDNs that are targets of regime-based sanctions, for various reasons, the U.S. designates other individuals and entities as SDNs. As described above, this designation generally prohibits Acuity Knowledge Partners or its employees from dealing, directly or indirectly, with these SDNs or their property interests (including entities in which one or more prohibited entity or individual has 50% or more ownership). SDNs may be so designated because they have engaged in or provided support for: the proliferation of weapons of mass destruction, efforts to destabilize existing governments, or human rights abuses; terrorists and terrorist supporting organizations; and narcotics traffickers and kingpins. The SDN list may be searched at <https://sanctionssearch.ofac.treas.gov>. In addition, for similar reasons, the EU, United Kingdom and other countries also have subjected certain individuals and entities to asset freezes, which have a similar effect, and, as a result, Acuity Knowledge Partners may also be prohibited from engaging in business dealings with those persons. A consolidated list of persons, groups and entities subject to EU financial sanctions is available at https://eeas.europa.eu/topics/sanctions-policy/8442/consolidated-list-of-sanctions_en.

Sanctions Screening. Acuity Knowledge Partners has implemented an Internet-based sanctions screening procedure for all business relationships with new and existing customers. These procedures are designed to ensure that Acuity Knowledge Partners does not transact business with SDNs or persons that are subject to other applicable sanctions, including sanctions implemented by the United Nations. Before engaging any new business, Acuity Knowledge Partners employees should ensure that these procedures have been followed and that the new business has been properly cleared. In addition, for certain higher risk customers, Acuity Knowledge Partners Legal Department may require that each business transaction (even with existing customers) be approved.

Compliance Obligations. The prohibited activities described above may not be accomplished indirectly, arranged through third parties, or facilitated in any way by Acuity Knowledge Partners employees, nor may they be permitted to occur by avoidance of relevant facts or lack of supervision. If you have any questions regarding economic and trade sanctions or Acuity Knowledge Partners policy prohibiting business in or with certain countries or with certain persons, consult with Acuity Knowledge Partners Legal department.

Conflict of laws. When transacting business in countries other than the U.S., Acuity Knowledge Partners employees should consult the Legal department regarding the existence of local laws that may be inconsistent with or conflict with U.S. sanctions with a view to achieving compliance with all relevant laws and regulations.

Export Compliance

The export or re-export of goods, including software, or technology may be subject to export licensing and reporting requirements, which vary based on the goods or technology at issue and the countries to or from which those goods or technology will be exported or re-exported. If you are unsure of the export controls that may apply to any goods or technology you intend to export, or need information regarding local export laws, contact Acuity Knowledge Partners Legal department. In particular with regard to Acuity Knowledge Partners products, the export or re-export of software utilizing encryption technology may violate export control laws. Such exports may occur by various means, including mail, courier, facsimile, electronic mail, or any another method of transmission. Consult with Acuity Knowledge Partners Legal department before transferring products using encryption technology to another country by any means.

International Boycotts

There are two U.S. anti-boycott laws. One is set forth in the Export Administration Regulations (“EAR”) and the other in the Internal Revenue Code (“IRC”). These laws are primarily aimed at prohibiting cooperation in the boycott against Israel sponsored by the Arab League and certain other countries, but can apply in other cases. Similar anti-boycott laws may be imposed in other countries in which Acuity Knowledge Partners does business. Conflicts arising in connection with these laws must be referred to Acuity Knowledge Partners Legal department for resolution.

The EAR imposes criminal or civil liabilities on U.S. companies such as Acuity Knowledge Partners and its subsidiaries, if such companies take actions to participate in or cooperate with a foreign boycott that are not approved by the U.S. Government. The EAR requires that U.S. companies report the receipt of boycott-related requests from any person or country on a quarterly basis, regardless of whether the request is written or oral and even if the U.S. company refuses to participate in or cooperate with the request.

The IRC provision can result in tax penalties for U.S. taxpayers such as Acuity Knowledge Partners if the taxpayer or entities it controls, as defined in the IRC, agrees to participate or cooperate in an international boycott. Boycott participation and cooperation occurs when, as a condition of doing business with or in a boycotting country, if there is an agreement to refrain from: doing business with a boycotted country, or with its government, companies or nationals; doing business with a blacklisted U.S. person; doing business with companies whose owners or managers are of a particular nationality, race, or religion; or employing individuals on the basis of their race, nationality, or religion. It also penalizes agreements, made as a condition of the sale of goods to a boycotting country, its companies, or nationals, to refrain from shipping or insuring with blacklisted carriers. Importantly, the IRC also penalizes agreements to comply generally with the laws of any country known to require participation in the boycott, which provisions may be embedded in boilerplate language in certain contracts or other certifications in boycotting countries.

For the foregoing reasons, it is important that you immediately inform Acuity Knowledge Partners Legal department of boycott-related requests that you receive, whether for information or action, including any language in documents provided by customers requiring that Acuity Knowledge Partners refrain from doing business with certain persons or particular countries not sanctioned by the U.S., or compliance with the Arab Boycott of Israel or with the local laws in countries that require such compliance (i.e., Iraq, Kuwait, Lebanon, Libya, Qatar, Saudi Arabia, Syria, United Arab Emirates, or Yemen). This will allow Acuity Knowledge Partners to promptly comply with any reporting requirements and ensure that it does not inadvertently participate in any activities that violate U.S. law or may result in the imposition of tax penalties.

Anti-Money Laundering

Acuity Knowledge Partners complies with all applicable anti-money laundering (“AML”) laws and related Know Your Customer (“KYC”) and Enhanced Due Diligence (“EDD”) requirements wherever it operates. Money laundering is the act of disguising illegally-gained funds so that they appear to come from legitimate sources. Typically, it involves three steps. First, the illegally-gained funds are introduced into a legitimate financial system. Then, the money is moved around to create confusion, sometimes by wiring or transferring through numerous accounts. Finally, it is integrated into the financial system through additional transactions until the illegally-gained funds appear to be “clean.”

Although Acuity Knowledge Partners business activities generally does not expose the Company to the risk of being a conduit for money laundering activity, Acuity Knowledge Partners role in the financial transactions of others may subject its activity to locally applicable AML laws or regulations and require the establishment of an AML program. In such jurisdictions, Acuity Knowledge Partners has implemented appropriate AML policies and programs.

Even where such a program is not required, however, if any Acuity Knowledge Partners employee has reason to believe that any customer is deriving its funds from illegal activity or engaging in any effort to conceal or disguise the nature, location, source, ownership, or control of funds that will be paid to Acuity Knowledge Partners or in connection with a transaction in which Acuity Knowledge Partners is involved, this should be reported immediately to Acuity Knowledge Partners Legal department.

Taxation

Failure of the Company to file tax returns promptly and accurately and to pay required taxes can result in severe penalties.

Immigration

All countries strictly regulate the entry of citizens of other countries and the right of persons from other countries to work there. Managers considering hiring non-citizens should be aware of local requirements, including the need for visas and other documentation.

Business in New Countries

The decision to expand Company operations into any country other than those in which we are qualified to do business may carry important legal and tax implications.

You should consult the Legal department about any issues that arise under these and other laws that apply to your job.

Government Investigations

Acuity Knowledge Partners cooperates as appropriate with investigations by the governments of other countries, and their departments and agencies. Acuity Knowledge Partners employees must never: (i) destroy, hide or alter any document or part of a document in anticipation of a request for those documents from a government agency or a court; (ii) lie or make any misleading statements to any government investigator, or in any deposition or other testimony; or (iii) attempt to influence an employee or any other person to engage in any of these acts. Although Acuity Knowledge Partners cooperates as appropriate with governmental investigations and responds properly to valid legal process, Acuity Knowledge Partners also has legitimate and important interests to protect. For example, Acuity Knowledge Partners has important confidentiality obligations to its customers, including the obligation, in certain instances, to provide notice to those customers when requested or ordered to provide information about them. To assist Acuity Knowledge Partners in complying with our obligations to our customers or others, and to ensure the accuracy of the information we provide, you should notify the Legal department if you are approached by a government investigator regarding Acuity Knowledge Partners or any of its customers.

This should in no way deter you from reporting any suspected wrongdoing at the Company, the Legal department, or any of the other resources identified in this Code. Nothing herein or in any Acuity Knowledge Partners agreement shall limit your right to provide truthful disclosures to governmental or regulatory authorities that are protected under the whistleblower provisions of any applicable law or regulation. Acuity Knowledge Partners prohibits retaliation against an employee for making a good faith report of suspected wrongdoing to the Company or the government, or for cooperating with a government investigation. If you believe that you have been subject to retaliation for making a good faith report or for cooperating with a government investigation, you should report the matter to the Legal department immediately.

Civil Litigation

Like all companies, Acuity Knowledge Partners is sometimes involved in civil litigation, and you may be approached by lawyers for companies or people who have brought suit or may be thinking of bringing suit against the Company or one of our customers. You should contact the Legal department before responding to any questions about Acuity Knowledge Partners or our customers from lawyers or representatives of third parties who may be involved in or contemplating bringing a lawsuit against Acuity Knowledge Partners or our customers. Please be aware that you must contact the Legal department before providing such people with any information or records regarding Acuity Knowledge Partners or our customers.

Record Retention and Preservation Directives

Documents and other records (in whatever form) must be retained for the periods of time specified by law and under Acuity Knowledge Partners record-retention policies, procedures, and rules. Under appropriate circumstances relating to a government investigation and/or a civil litigation, Acuity Knowledge Partners will issue a record preservation directive to all employees who are likely to have in their possession records relevant to the subject matter of the investigation or litigation. Thus, from time to time, you may receive directives from the Legal department directing you to preserve all such records in your possession or under your control. If you receive such a directive, you must not destroy or otherwise discard any records relating to the subject matter described in the directive, regardless of the place or manner in which those records are stored. If you have not received a record preservation directive but believe you have records related to a subpoena or pending or contemplated litigation, government investigation, or other proceeding, you must immediately contact the Legal department. In such circumstances, you must also retain and preserve all records that may be responsive to the subpoena or relevant to the litigation or to the investigation until you are advised by the Legal department as to how to proceed. In addition, if you learn of a subpoena or a pending or contemplated litigation or government investigation, you must immediately contact the Legal department.

You must also affirmatively preserve from destruction all relevant records that without intervention would automatically be destroyed or erased (such as electronic mail and voice mail messages). Destruction of such records, even if inadvertent, could seriously prejudice the Company. The destruction or falsification of a record with the intent to impede or that has the

effect of impeding a governmental investigation, audit or examination may lead to prosecution for obstruction of justice. If you are not sure whether a record can be destroyed, consult Acuity Knowledge Partners Legal department before doing so.

These retention obligations apply equally to Company records that you store in locations outside Acuity Knowledge Partners offices, including your home. Thus, if you store records outside Acuity Knowledge Partners offices, you will be expected to provide any such records to the Legal department upon request. Furthermore, notwithstanding the other provisions of this Code, if you store records electronically on your personal computer, you may be asked to provide Acuity Knowledge Partners access to your personal computer so that the Legal department or an agent thereof may extract any Acuity Knowledge Partners records related to an ongoing investigation and/or litigation.

 **Aren't my files, memos and emails confidential?**

No. Except for certain "privileged" communications, all Company documents and computer files, including the most casual note or electronic mail message, may have to be disclosed to government enforcement organizations or private parties in investigations or lawsuits involving the Company. You should also know that stamping documents "restricted" or "confidential" may not protect them from being disclosed in court. Consult with Acuity Knowledge Partners Legal department about when communications with a lawyer can be "privileged."



Reports of violations will be treated confidentiality to the extent possible, and no person who reports a possible violation in good faith will be subject to retaliation

Code Administration

Periodically, all Acuity Knowledge Partners employees and directors are required to certify that they have reviewed this Code of Business Conduct, understand it, and agree to be bound by its terms. In addition, as part of the certification process, employees and directors are provided an opportunity to disclose any previously unreported transactions or events that appear to be in violation of the Code.

Interpretation

The Compliance department of Acuity Knowledge Partners is responsible for interpreting and applying the Code to specific situations when questions arise. Any questions relating to how the Code should be interpreted or applied should be addressed to Acuity Knowledge Partners Compliance department.

Investigations of Suspected Violations

All reports of suspected violations will be promptly investigated and treated confidentially to the extent reasonably possible. Reporting persons should not conduct their own preliminary investigations. Investigations of suspected violations may involve complex legal issues, and acting on your own may compromise the integrity of an investigation and adversely affect both you and the Company.

Due to certain requirements under data protection laws in the EU and Switzerland, Acuity Knowledge Partners may be obligated to inform the subject of a complaint that the complaint was filed, and how they can exercise their right to access and correct the information. The subject of the complaint will not be provided information identifying the person who reported the allegation unless required by local law.

Enforcement of the Code

The principles set forth in this Code and other relevant Company policies and procedures will be enforced at all levels of the Company. The Company intends to use every reasonable effort to prevent the occurrence of conduct not in compliance with this Code and to halt any such conduct that may occur as soon as reasonably possible after its discovery. Subject to applicable law and agreements, Company personnel who violate this Code and other Company policies and procedures may be subject to disciplinary action, up to and including termination.

In some cases, compliance with the Code and other Company policies will be monitored by periodic audits, investigations or other reviews. In connection with any such audits, investigations or reviews, you are required to cooperate fully, provide truthful and accurate information, and respond to requests for certifications.

Waivers of the Code

While some Company policies must be strictly adhered to, in other cases, exceptions may be possible. If you believe that a waiver of any of the principles or policies articulated in this Code is appropriate in a particular case, you should contact an immediate supervisor first. If the immediate supervisor agrees that a waiver is appropriate, the approval of the Legal department must be sought. Directors and executive officers who wish to obtain a waiver of the Code must make full disclosure of all facts and circumstances to the Legal and Compliance Department. Any waiver for directors and executive officers must be approved by the Board as a whole and, to the extent required by law or regulation, promptly disclosed.

No Rights Created

This Code is a statement of the fundamental principles and certain key policies that govern the conduct of the Company's business. It is not intended to and does not create any obligations to or rights in any employee, director, customer, supplier, competitor, shareholder, or any other person or entity.

Key Contact Information

Compliance Department compliance@acuitykp.com

Legal Department legal@acuitykp.com

Human Resources Department hr@acuitykp.com

Information Security Department infosec@acuitykp.com

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