



CODE OF CONDUCT FOR MARKETING AGENCIES

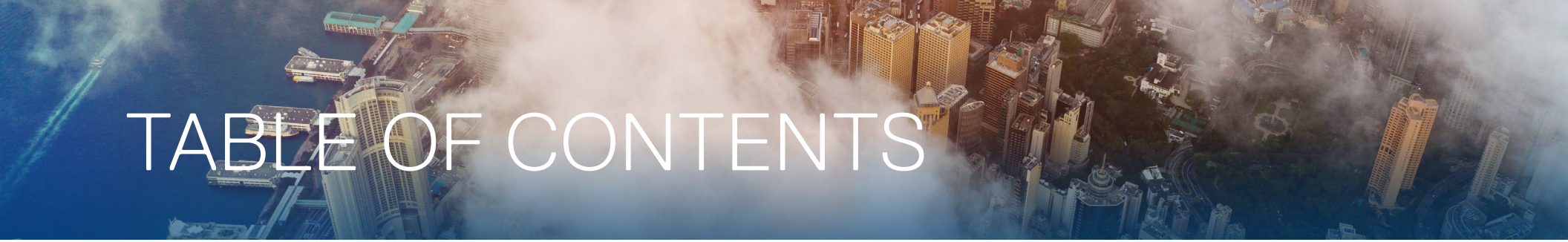


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Applicability

Dell Technologies is committed to responsible business practices and high standards of ethical behavior. This includes holding our suppliers to high standards of excellence as defined in governing laws, recognized international standards and global best practices. In line with these expectations, and in addition to adhering to the **Supplier Principles**, Dell's Marketing Agencies are expected to understand and abide by this Code of Conduct for Marketing Agencies ("Code"). This Code applies to suppliers, vendors, consultants and other third parties engaged by Dell Technologies or its authorized agents (collectively, "agencies" or "you") for the purpose of planning and executing activities in support of marketing Dell's products and services. Failure to comply with the Code may jeopardize your business relationship with Dell Technologies, including revocation or downgrade of status, suspension, and/or termination, and subject you and/or your company to legal action.





Implementation

You agree to have effective policies, documentation and controls that, at a minimum, incorporate the requirements contained in this Code and the laws applicable to your business. It is your responsibility to ensure that your permanent and temporary employees, independent contractors, suppliers, agents and other parties as appropriate are aware of and agree to conduct Dell Technologies business in accordance with applicable laws and this Code.

Our Expectations



Our Expectations

I. Know Your Contract with Dell Technologies

Your contract with Dell governs the business relationship. It's important that everyone at your company working on the Dell Technologies account be aware of the contents of your contract. Unauthorized "side letters" or "side agreements" intended to modify the contractual terms are prohibited.

II. Uphold Financial Integrity & Accurate Record Keeping

You must maintain and provide (upon request) accurate, complete and reliable financial information regarding services for Dell Technologies and all related transactions. Timely submission of documentation is critical to ensure that Dell Technologies meets the obligations of additional stakeholders and provides timely payment to suppliers.

Authorized Use of Funds

Funds provided shall only be used for legitimate business purposes as pre-authorized by Dell Technologies. Maintaining "side funds", "off book funds", or use of funds for illegal activities, personal use, or purpose other than explicitly approved by Dell Technologies is strictly prohibited. Funds shall never be used for payment of bribes, terrorist funding, or other criminal activities. Unless permitted per an agreed-upon contract with Dell, you are prohibited from providing "pass-through payments" (i.e., payments provided to an entity other than the one executing

agreed-upon services). An exception for event sponsorship payments is only allowed via country-specific contract amendments. If you suspect that funds may be used for purposes other than intended, immediately contact your Dell Technologies support team or raise a concern via the mechanism provided in [Report Suspected Misconduct](#).

Invoicing & Purchase Order Accuracy

In all circumstances, without exception, your invoice to Dell Technologies must align to actual services rendered or other expenses incurred in connection with agreed-upon and approved activities. In the event a Dell Technologies purchase order ("PO") is an amount greater than actual services rendered, you are required to notify Dell and confirm the invoice amount. Agencies are prohibited from "padding" invoices, adding false charges, or any other action that results in overcharging Dell Technologies. Dell reserves the right to claw back any payment provided as a result of invoice falsification. To ensure Dell Technologies receives fair and accurate billing for services rendered, you are required to adhere to the approved rates as stated in your contract. Dell regularly reviews approved rates as compared to market and may adjust accordingly.

Proof of Execution & Spend

Accurate, complete and timely documentation is necessary to ensure proper payment and to comply with applicable accounting requirements. This includes, but is not limited to, ensuring invoices submitted to

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Dell Technologies reflect the true amount, nature and date. Dates and spend timing must be reflected on all documentation including quotes, Statements of Work (“SOW”) and invoices. This is necessary for reconciliation to proper quarter spend. Dell reserves the right to withhold payment in the event of suspicion of falsification of records or potential misleading information.

For photo images supporting Proof of Execution (“PoE”), the original file format (e.g., .JPG) is required with metadata reflecting the date and time of actual event. Additionally, ensure GPS location settings are enabled on cameras and/or camera phones. If these images are to be inserted into Microsoft PowerPoint or other documents, the images must be directly imported. Use of photo editing tools such as Adobe Photoshop is strictly prohibited. Additional criteria for authenticity may apply, please consult Dell Technologies Proof of Execution Guidelines.

Records Retention

Agencies are expected, consistent with applicable laws and contractual obligations, to provide reasonable assistance to any investigation or audit by Dell Technologies (or its authorized representatives) and allow Dell Technologies reasonable access to all facilities, records and documentation concerning compliance with this Code. Reasonable assistance may include providing information and documentation to Dell Technologies in connection with any Dell Technologies business,

including reasonable access to your books and records. Records supporting execution of events and other agreed-upon activities (i.e., Proof of Execution) must be retained for a minimum period of two years (or for the minimum period as per your contract, whichever is greater).

III. Comply with Applicable Laws

Anti-Corruption

Dell Technologies does not tolerate bribes, kickbacks or extortion of any kind. Business decisions involving Dell Technologies shall always be made based on merit and integrity. You must comply with all relevant anti-bribery, anti-kickback, and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and those in effect in jurisdictions where you conduct business (“Anti-Corruption Laws”). You must never offer, promise, request, authorize or accept a bribe, directly or indirectly through a third party, for any reason. A bribe can be anything of value, including cash payments, gifts, travel or lodging expenses, charitable donations, event sponsorships, meals, entertainment, or job opportunities, that is intended to improperly induce, influence, secure, or reward a decision or act of the recipient to promote the business interests of Dell Technologies.

You must maintain and enforce reasonably adequate policies, procedures, and internal controls designed to ensure compliance with Anti-Corruption Laws. You must conduct appropriate risk-based due diligence on any

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subcontractor, consultant, or other third party that you may transact with or otherwise engage in the context of Dell Technologies business, and to utilize such third parties only when necessary. Do not work with any individual or entity that engages in, or is suspected of engaging in, bribes, kickbacks, fraud, or other improper activities.

Gifts and Hospitality

You are prohibited from offering or providing gifts or hospitality greater than 100USD to Dell Technologies team members. All gifts, meals, travel, or entertainment offered or provided to customers, partners, suppliers, or other third parties must comply with Anti-Corruption Laws in addition to local laws, rules, and regulations, and should never be offered or provided under circumstances that create the appearance of impropriety.

Anti-trust and Fair Competition

Dell Technologies complies with applicable antitrust or competition laws of all countries in which it operates and expects you to do the same. These laws prohibit certain practices which are deemed to unreasonably restrain trade. For example, when working with or for Dell Technologies, you must never engage in any discussions or activities that unfairly and unlawfully restrain competition including:

- Entering into agreements with competitors to fix or control prices in market;

- Structuring or orchestrating bids to direct a contract to a certain competitor;
- Boycotting suppliers or customers;
- Dividing or allocating markets or customers; or
- Engaging in bid-rigging or collusive behavior with competitors.

Intellectual Property and Rights of Publicity

Dell Technologies respects all third party intellectual property rights and rights of publicity. When an agency pitches Dell Technologies a campaign or asset idea, or if it brings an opportunity from a third party, Dell Technologies expects that the agency will have vetted the concept with a licensed legal resource and will be able to brief Dell Technologies on any potential risk in these or other related areas. Whether the agency provides mandatory training on the subject to all employees working on Dell Technologies accounts is up to the agency, but lack of training will not be considered a legitimate excuse for failing to research or present the legal risks relating to intellectual property and rights of publicity. If the agency is unaware or uneducated on such a risk, they will hire their own legal resource at their own expense (whether on an hourly or permanent basis) to advise them on the topic. This shall apply to all markets in which the campaign or asset may run.

Our Expectations

International Trade & Sanctions

Dell Technologies conducts its global business in strict compliance with applicable economic, financial, and trade sanctions and import and export control laws and regulations throughout the world. You are expected to do the same as applicable to your work with Dell Technologies. Any export or movement of Dell Technologies' products, purchase of goods or services for Dell Technologies or engagement of third parties by you must be done in strict accordance with applicable trade laws and sanctions.

Environmental and Sustainable Business Practices

You are required to conduct your business in ways that are environmentally responsible and in compliance with all applicable environmental laws and regulations.

Human Rights, Labor Laws and Fair Labor Practice

You are required to uphold the basic human rights of individuals and workers within your company and your supply chain. This means you must comply with all applicable labor and employment laws and regulations, including:

- Health and safety regulations;
- Laws prohibiting discrimination and/or harassment in employment;
- Domestic and international labor laws;

- Fair labor practices; and
- Human trafficking laws.

You must never use forced, debt-bonded, indentured, or child labor. The term "child" refers to any person employed under (a) the minimum age for employment under the applicable law, or (b) the age of 14, whichever is greater. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. You must also never discriminate based on race, color, religion, creed, gender (including pregnancy), sexual orientation, marital status, gender identity or expression, national origin and ancestry, genetics, citizenship status when otherwise legally able to work, age, disability (including HIV), veteran status, or any other characteristic protected by applicable law. You are also expected to take all reasonable steps to ensure that you are not selling Dell Technologies' products or services to anyone who intends to misuse those products to violate the basic human rights of others.

Data Protection and Privacy

Dell Technologies expects that its agencies understand, track, and comply with all applicable laws and regulations related to data protection and privacy and to only process personal information in compliance with these laws. Among other things, this means that you should access, collect, use, share, transfer or store the personal information of others only when specifically authorized, only as necessary for legitimate

Our Expectations

business purposes, and only collect personal information of others with appropriate notices of the purposes for which that personal information will be used.

You must meet the limitation of use requirements set forth in your contract for any personal information you receive from Dell Technologies. As also required in your contract, you must implement appropriate safeguards to ensure the protection, integrity, and security of personal information in accordance with applicable data protection and privacy laws. This includes holding accountable your subcontractors that handle personal information to at least the same requirements imposed upon you. Dell Technologies also requires you to notify Dell Technologies promptly according to the terms of your contract should a suspected or actual breach of data security occur with respect to personal data you have received from Dell Technologies or collected on behalf or for the benefit of Dell Technologies.

Confidential and Proprietary Information

Dell Technologies competes fairly, and it expects you to do the same. You may use any factually accurate publicly available information about Dell Technologies' competitors or other companies, but you may not unlawfully acquire or misuse the trade secrets or other confidential information of another third party in connection with your work with or for Dell Technologies. Any taking, downloading or other prohibited

use of information that Dell Technologies considers confidential or proprietary constitutes theft of Dell Technologies property and may be deemed to be a misappropriation of Dell Technologies trade secrets. This includes, but is not limited to, source code, software, hardware, and other inventions or developments (regardless of the stage of development) developed or licensed by or for Dell Technologies, marketing and sales plans, competitive analyses, product development plans, non-public pricing, potential contracts or acquisitions, business and financial plans or forecasts, internal business processes and practices, and prospects, customers, and employee information. Additionally, you must take steps to prevent the disclosure of Dell Technologies confidential or proprietary information that you are authorized to use. Do not transfer, publish, use, or disclose that information other than as necessary in the ordinary course of business or as directed or authorized in writing by Dell Technologies. Inform Dell Technologies of any improper attempts by outsiders to obtain Dell Technologies' confidential or proprietary information.

To help safeguard confidential information, ensure official channels of communication (e.g., corporate email applications) are used for business communication with Dell Technologies. Use of external third party cross-platform ephemeral messaging applications (e.g., WhatsApp, WeChat) for exchange of confidential information is not permitted.

Our Expectations

IV. Avoid Conflicts of Interest

You must avoid both actual and potential conflicts of interest involving Dell Technologies business. A conflict of interest consists of any circumstance, including a personal relationship, business investment, or other financial interest, that may compromise your ability to act with objectivity and in the best interests of Dell Technologies. Note that you shall not conduct Dell Technologies business with a Dell Technologies event manager, account representative, or other Dell Technologies employee who has a romantic, familial, or other personal relationship with a current employee of your company. You must promptly disclose to Dell Technologies all pertinent details of any personal, financial, or other situation that represents or appears to represent an actual or potential conflict of interest.

V. Report Suspected Misconduct

At Dell Technologies, we recognize the need for you to have a trusted advisor for seeking advice and guidance or reporting suspected violations

of this Code. You are welcome to engage your Dell Technologies event manager or account contact. To avoid placing you in a compromising situation in the event you suspect your Dell contact is behaving unethically, you are encouraged to contact the following Dell Technologies resources:

- Marketing Governance Team at agency_management@dell.com
- Global Ethics and Compliance Office at ethics@dell.com
- Ethics Helpline at www.dell-ethicsline.com
(Note, laws and procedures for anonymous reporting vary from country to country, so please seek internal guidance from your company.)
- For matters involving personal information, contact the Privacy Team at Privacy@dell.com

Any reported violation will be kept confidential to the maximum extent allowed under applicable laws. Dell Technologies will not retaliate against agency who provides information or otherwise assists in an investigation regarding conduct believed to constitute a violation of applicable laws or this Code.



Additional Resources

Training, including micro-learning, is available for any agencies who are interested in further understanding the requirements set forth in this Code. For select agencies, completion of Dell Technologies assigned training is mandatory and a condition of your program eligibility.