



6sense Code of Conduct and Business Ethics

I. APPLICABILITY

This Code of Conduct (the “Code”) is applicable to 6Sense Insights Inc. (“Company” or “our”), including all of our employees and contractors (“you”) throughout the world.

II. COMPLIANCE WITH LAWS, REGULATIONS, AND BUSINESS CONDUCT PRACTICES

Compliance means not only observing the law, but also conducting corporate business in a way that recognizes our ethical responsibilities and fulfills them. You must comply at a minimum, with the laws, regulations and business conduct practices described below, and in any case with those laws applicable to our business.

No Improper Payments or Economic Boycotts

You must not make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, or any company director, officer, employee, or agent of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage.

You must not participate in any economic boycott not sanctioned by the United States Government. You must not provide information that could be construed to support any such unsanctioned boycotts.

Financial Integrity

If you are a contractor, you must accurately document all transactions related to your contract with 6sense and relevant order forms in your financial books, records, statements, and in reports and other documents provided to 6sense, and prevent side agreements, whether oral or written. The handling and disbursement of funds related to 6sense business transactions must be pursuant to a duly authorized written 6sense contract with clearly defined procedures. Documents must not be inappropriately altered or signed by those lacking proper authority. No undisclosed or unrecorded fund or asset related to any 6sense transaction may be established or maintained for any purpose.

All financial books, records, and statements shall properly document all assets and liabilities and accurately reflect all transactions related to 6sense products and services, and business records must be retained in accordance with record retention policies and all applicable laws and regulations.

6sense's policy is to report its financial results and other significant developments fully, fairly, accurately, timely, and understandably. 6sense expects you to comply with this policy, and with all applicable laws and regulations.

All approval requests for non-standard discounts must be accurate and commercially justified. Margins derived from misleading and/or unjustified non-standard discounts are inappropriate, and may not be used to pay or otherwise reward a 6sense customer, employee, or other third party.

Business Courtesies that May Be Extended

You must use discretion and care to ensure that expenditures on customers and on 6sense personnel or representatives are reasonable and in the ordinary and proper course of business and could not reasonably be construed as bribes or improper inducement or otherwise violate applicable laws and/or regulations.

In any case, business courtesies offered cannot be construed as intended to influence the judgment of the recipient so as to secure unfair preferential treatment or gain improper advantage. A general guideline for evaluating whether a business courtesy is appropriate is whether public disclosure would appear excessive or embarrassing to you, to 6sense, or to the recipient.

Business Courtesies that May Be Received

You are responsible for ensuring that acceptance of any business courtesies, gifts, or entertainment is proper and could not reasonably be construed as an attempt by the offering party to secure favorable treatment or otherwise violate applicable laws and/or regulations.

Antitrust And Competition Laws

6sense is committed to observing rigorously the applicable antitrust or competition laws of all countries. Although these laws vary from country to country, they generally prohibit agreements or actions that reduce competition without benefiting consumers. They seek to protect the competitive process so that consumers receive the benefits of vigorous competition. Violations of antitrust or competition laws may result in severe penalties, including large fines and jail terms. You must comply with these laws at all times.

You must not agree with any competitors to fix or control prices; structure or orchestrate bids to direct a contract to a certain competitor or reseller (bid rigging); boycott suppliers or customers; divide or allocate markets or customers; or limit the production or sale of products or product lines. Such agreements are against public policy and are against 6sense policy. You must not engage in discussions of such matters with 6sense, with other 6sense partners or representatives of other companies. In addition, you must refrain from discussions with competitors about (1) prices, (2) costs, (3) profits or profit margins, (4) production volumes, or (5) bids or quotes for a specific customer's business.

Certain sales tactics or other arrangements with customers or suppliers may also raise antitrust and competition law risks if they unfairly restrain or prevent competition (a) by your competitors or (b) among your customers. Examples of sales arrangements that have been found to violate the antitrust laws include pricing below cost, exclusive dealing contracts, bundled or tie-in sales, agreements with customers about resale prices, and charging different prices to competing customers. You should not enter into any such agreements or arrangements without having them reviewed and approved by the 6sense Legal Department.

You should be aware that, despite your location, the antitrust laws of the United States might be applicable to you because these laws apply to business operations and transactions related to imports to, or exports from, the United States.

Unfair methods of competition and deceptive practices are also prohibited. Examples of these include making false or misleading statements about your or 6sense's products or services, falsely disparaging an 6sense competitor or its products or services, making product or service claims without facts to substantiate them, or using 6sense's or another company's trademarks in a way that confuses the customer as to the source of the product or service.

Intellectual Property and Obligations of Confidentiality

6sense respects the intellectual property rights of others and expects other companies to respect its intellectual property rights. You are responsible for protecting 6sense's intellectual property rights. An important element of such protection is maintaining the confidentiality of 6sense's trade secrets and proprietary information. You must respect the intellectual property of 6sense and not use 6sense's patented technology or reproduce copyrighted software, documentation, or other materials without written permission. In the course of working with or for 6sense, you must not use proprietary information, patented technology or copyrighted software, documentation, or other materials of third parties without authorization.

You must safeguard confidential information by not transferring, publishing, using, or disclosing it other than as necessary in the ordinary course of business or as directed or authorized by 6sense. You must observe applicable data privacy standards. Materials that contain confidential information or that are protected by privacy standards should be stored securely and shared only internally with those employees with a need to know. For example, confidential information may include, but is not limited to: source code, software, and other inventions or developments (regardless of the stage of development) developed or licensed by or for 6sense, 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 prospect, customer, and employee information.

Securities and Insider Trading Laws

You are expected to comply fully with applicable United States and local insider trading and securities laws governing transactions in the securities of 6sense and our customers. Securities include common stocks, bonds, derivatives (e.g. options, futures, and swaps), and other financial instruments.

United States federal and state securities laws and regulations prohibit you from using material, non-public information (also called "inside information") for personal advantage and from disclosing this information to any other person before it is broadly available. You expose yourself and your company to civil and criminal liability if you or members of your immediate family trade in securities while you possess inside information or if you provide any person or entity with such information for their use in securities trading.

Material information is any information that a reasonable investor would consider important in a decision to buy, hold, or sell securities. It includes any information that could reasonably be expected to cause a change in the price of the securities of the company to which it relates. Such information

may include financial performance or significant changes in financial performance or liquidity (including forecasts); potential or ongoing major mergers, acquisitions, joint ventures, or divestiture; award or cancellation of a major contract; changes in key management; changes in auditors, knowledge of a qualification in an auditor's opinion or report or any change in the ability to rely on prior auditor reports; actual or threatened significant litigation or investigations; and gain or loss of a substantial customer or supplier.

If you possess material, non-public information, you may not trade in 6sense securities or the securities of another company to which the information pertains. You may not engage in any other action to take advantage of or pass on to others (i.e., "tip") material information gained through your relationship with 6sense until it has been disclosed to the general public, through a press release or otherwise; the press has disseminated it; and investors have had time to evaluate it. These restrictions also apply to spouses and family members.

Compliance With Export Laws

United States Export Control Laws govern all exports, re-export, and use of U.S.-origin commodities and technical data, wherever located. 6sense requires that you comply fully with all U.S. and applicable foreign and multilateral export laws. Failure to comply could result in the loss or restriction of your or 6sense's export privileges. Violation of these laws may also result in fines and imprisonment. You are responsible for understanding how the Export Control Laws apply and for conforming to these laws to ensure no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

Conflicts of Interest

The term "conflict of interest" describes any circumstance that could cast doubt on your ability to act with total objectivity with regard to the distribution of 6sense products and services. It's important that 6sense employees and contractors are loyal and free from any conflicts of interest. Conflict of interest situations may arise in many ways. If you feel that you have an actual or potential conflict with 6sense or any of its employees you must report all pertinent details to 6sense.

Business And Employment Relationships

6sense affirms the principle of equal employment and business opportunities without regard to any protected characteristic, including but not limited to: race, religion, national origin, color, gender, gender identity, age, disability, pregnancy, marital status, national origin/ancestry, military status, or sexual orientation. 6sense policy prohibits harassment in any form, and 6sense expects that you practice and promote a work environment free from harassment, as appropriate under local laws.

III. GENERAL CONTRACTING ISSUES

6sense expects you and your employees to compete fairly and ethically for all business opportunities. Employees who are involved in the sale or licensing of products/services, the negotiation of agreements, or the delivery of services to customers are expected to understand and honor the terms of contractual agreements. You must ensure that all statements, communications, and representations to customers are accurate and truthful as they relate to 6sense.

Dealing with Government

6sense's standards and the applicable laws for dealing with government employees and officials are more stringent than standards for commercial company employees

You must strictly observe the laws, rules, and regulations that govern the acquisition of goods and services by any governmental entity of any country and the performance of government contracts. Activities that may be appropriate when dealing with non-government customers may be improper and even illegal when dealing with government. If you deal with any governmental entity, including public international organizations, you are responsible for learning and complying with all rules that apply to government contracting and interactions with government officials and employees, including but not limited to the following requirements:

- You must not attempt to obtain, directly or indirectly, from any source, procurement-sensitive government information that is not publicly available or otherwise authorized for disclosure by the government, confidential internal government information, such as pre-award, source selection information, or any proprietary information of a competitor, including, for example, bid or proposal information, during the course of a procurement or in any other circumstances where there is reason to believe the release of such information is unauthorized.
- You must ensure the submission of accurate invoices to the government and comply with all laws regarding invoicing and payments.
- In dealing with government employees and officials, you shall not give or offer, either directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value to any government official or employee except as may be permitted by applicable law. You shall establish appropriate internal controls and advance approval mechanisms over any such payments or gifts to or on behalf of government officials to ensure compliance with local country and U.S. laws.
- You shall not provide, attempt to provide, offer, or solicit a kickback, directly or indirectly, to obtain or reward favorable treatment in connection with any transaction.
- You shall not pay or enter any agreement to pay, directly or indirectly, a contingent fee to any party for the purposes of obtaining a government contract or influencing government action
- If you are selling or offering to sell commercial products to the United States Government, you should be familiar with and ensure compliance with the laws and regulations concerning the sales of commercial products and sales to government, and, if applicable to you, the Multiple Award Schedule (MAS) contracting regulations of the General Services Administration (GSA).

Lobbying of Government Officials

Lobbying is generally any activity that attempts to influence laws, regulations, policies, and rules. In certain jurisdictions, however, the legal definition of "lobbying" can also cover procurement and business development activity.

You may not lobby government on behalf of 6sense. 6sense will lobby and retain its own firms directly for government relations or lobbying on 6sense matters. Government relations consultants/lobbyists

retained by you may not be used by 6sense outside of a separate contract with 6sense, nor may you use 6sense's consultants/lobbyists for lobbying purposes outside a separate contract of your own.

You are responsible for understanding when your activities may legally be considered lobbying in a particular jurisdiction and complying with the applicable laws.

IV. REPORTING VIOLATIONS

Report to 6sense any conduct, including conduct of any 6sense employee, that you believe in good faith to be an actual, apparent, or potential violation of this Code. Prompt reporting of violations is in the best interest of everyone. Reports will be handled as confidentially as possible.

6sense maintains an "open door" policy with regard to your questions, including any questions related to business conduct and ethics. To report an incident, please contact 6sense legal counsel.

V. ENFORCEMENT

The 6sense Code of Conduct and Business Ethics places you and 6sense in the forefront with those corporations throughout the world that emphasize the importance of honest business conduct and solid business ethics. Our standards can be met only with your cooperation. 6sense trusts that you will recognize that you must adhere to the standards of this Code. Any violation of this Code will constitute the basis for the immediate termination of your distribution agreements with 6sense and the cancellation of any pending fees payable to you, pursuant to applicable laws and without any liability to 6sense.