

TUFIN SOFTWARE TECHNOLOGIES LTD.

VENDOR CODE OF CONDUCT

Tufin Software Technologies Ltd. including its subsidiaries (“Tufin”) believes that the success of our business and the strength of our relationships are directly related to our actions. For this reason, we’ve established high ethical standards and guiding principles for how we operate, and we expect each of our Vendors to meet these principles and standards. This Vendor Code of Conduct (the “Vendor Code”) describes the principles standards by which our Vendors must operate and to which they will be held accountable.

This Vendor Code applies to all Tufin suppliers of products or services, including consulting firms, and independent contractors, regardless of their title or the product or services they provide (“Vendors”). In your capacity as a Vendor, we expect you to know and follow all domestic and international laws and regulations that apply to your work and business locations.

While this Vendor Code may serve as a guide, it is not intended to cover every applicable scenario or address every situation that may arise. You are expected to use good judgement in line with the highest standards of ethics and integrity to which Tufin has committed. You are expected to raise questions/concerns or seek additional guidance on appropriate conduct when a particular situation arises that may not be addressed in this Vendor Code.

1. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

Tufin expects its Vendors to comply with both the letter and spirit of all laws, rules and regulations applicable to each Vendor’s business as is conducted generally and specifically with Tufin.

Disregard of laws, rules or regulations are not tolerated, and violation of domestic or foreign laws, rules and regulations may subject an individual, Vendor, as well as Tufin, to civil and/or criminal penalties, fines or restrictions.

2. ANTI-CORRUPTION COMPLIANCE

We have a zero-tolerance policy toward bribery or any form of corruption. Vendors, or their employees, officers or anyone on their behalf, may not offer, provide, or promise anything of value (including business courtesies) to anyone, including government officials or Tufin employees, to improperly obtain or retain business or to obtain an unfair commercial advantage.

Tufin also prohibits Vendors from making facilitation payments (i.e., payments to a government official to expedite or secure a routine non-discretionary governmental action) in connection with Tufin business.

All business courtesies provided by Vendors related to its business with Tufin – including gifts (whether money or another thing of value), hospitality, entertainment, events, travel, or accommodation – must be reasonable and appropriate, in strict compliance with relevant laws and recipient policies, have a clear business purpose, and be supported by required documentation.

Bribes, facilitation payments and kickbacks are violations U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010, Israeli Penal Law 5737-1977 and other similar international anti-corruption laws. Penalties for violation of these are severe and may include fines and incarceration.

3. EXPORT, CUSTOMERS, TRADE CONTROL AND ANTI-MONEY LAUNDERING

Tufin expects its Vendors to fully comply with all applicable export, customs and trade control laws and regulations, including economic and trade sanctions laws and any licensing requirements, as well as Tufin’s export controls and sanctions policy available at <https://lp.tufin.com/rs/769-ICF-145/images/tufin-export-policy.pdf>.

We also expect our Vendors to comply with all applicable anti-money laundering laws and regulations, and Tufin’s Anti Bribery and Corruption Hand Book available at <https://lp.tufin.com/rs/769-ICF-145/images/Tufin-ABC-Handbook.pdf>.

4. CONFLICT OF INTERESTS

Vendors must avoid actual or potential business or financial conflicts of interest involving Tufin such as instances where the Vendor’s personal interests (including interests of the Vendor itself or the Vendor’s employees, officers, or directors) conflict or appear to conflict with Tufin’s interests. A conflict of interest

may also arise whenever an action you have taken prevents you from objectively and honestly performing your duties and responsibilities to Tufin. Any actual or potential conflicts of interest must be promptly reported to Tufin.

5. INSIDER TRADING

As a Vendor of Tufin, you may have access to material non-public information about Tufin and its subsidiaries. The United States and many other countries have insider trading laws that restrict trading of securities by anyone who is aware of material non-public information.

Vendors may not purchase or otherwise trade in Tufin's securities, directly or indirectly, while in possession of "material non-public information" about Tufin. Information is deemed material if it could reasonably be expected to affect the price of shares or that a reasonable investor would find significantly alters the total mix of information.

Tufin as well as insider trading laws and regulations also prohibit Vendors from "tipping" others (e.g., family or friends) regarding material non-public information about Tufin.

6. ANTI-TRUST, COMPETITION AND FAIR DEALING

Tufin expects its Vendors to comply with applicable antitrust and competition laws designed to protect and promote free and fair competition, particularly as it relates to Tufin. Vendors must not enter into any agreements or understandings with competitors in violation of relevant antitrust laws (e.g., fix prices, exclude competition, bid rig, limit production, etc.). In addition, Vendors may not exchange certain kinds of information, such as pricing and production information with competitors, regardless of how innocent or casual the exchange may be.

Vendors must also deal fairly with Tufin and others related to the Tufin relationship. Vendors must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information (including but not limited to competitively sensitive information), misrepresentation of material facts, or any other unfair dealing or practice.

7. RECORD MANAGEMENT AND RECORDING TRANSACTIONS

Tufin relies in its Vendors books and records to report our financial results, make required legal filings and make business decisions. As such, Vendors are expected to record and report information related to their business in general and especially their business with Tufin accurately and honestly, and to make and keep books, invoices, records and accounts that accurately and fairly reflect their financial transactions in accordance with standard accounting practices.

Vendors must not falsify documents, transactions, or accounting records related to Tufin and must strive to promote financial integrity throughout their business and financial reporting. Vendors are responsible and shall fully comply with any requirements to file timely reports with government agencies and make disclosures that are accurate, balanced, complete and understandable.

8. CONFIDENTIAL INFORMATION

Vendors are required to protect Tufin's confidential information, as well as the confidential information of its customers, suppliers, shareholders, employees, or other third parties that disclosed or made information available in confidence. Confidential information should be interpreted broadly to include any proprietary information or information not generally available to the public, in any form or any medium and material non-public information in particular.

Vendors also must not directly or indirectly exploit for personal gain any information or opportunities that are discovered because of the Vendor's relationship with Tufin.

Vendors must apply prevailing industry standards with regard to the installation and operation of information security measures, for both computer systems and portable electronic devices, to protect against malware and unauthorized disclosure of any proprietary information and other program related information provided by Tufin. If there is a suspicion that a possible data security breach has occurred, it is critical that such circumstance be immediately reported in writing to the Tufin.

9. PRIVACY

Tufin is committed to protecting confidential and sensitive information and expects its Vendors to uphold that commitment. Vendors must comply with all applicable laws and regulations regarding the protection of personal information or other sensitive or protected information and assist Tufin in complying with its own obligations in this regard. Vendors must notify Tufin immediately in the event of an actual or suspected data breach resulting in the dissemination of personal information relating to Tufin or its subsidiaries management or employees.

10. HUMAN RIGHTS, EMPLOYEE RELATIONS AND NON-DISCRIMINATION

Vendors must comply with all applicable human rights laws prohibiting child, forced, indentured, or involuntary labor.

Tufin expects its Vendors to conduct themselves in a professional manner with courtesy and respect for others. We do not tolerate harassment by our Vendors in any form, including verbal, physical, or sexual harassment.

Vendors must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits.

Tufin is committed to providing equal opportunities in employment, development, and advancement for all qualified persons – and we expect our Vendors to share that commitment. Tufin does not tolerate unlawful discrimination by its Vendors.

11. ENVIRONMENT, SAFETY AND HEALTH

Vendors must uphold high regard for the safety and well-being of their employees, customers and the general public. We expect our Vendors to operate in compliance with the letter and spirit of applicable environmental and workplace health and safety laws and regulations.

12. USE AND PROTECTION OF TUFIN ASSETS

Vendors may only use Tufin's assets for legitimate Tufin business, including both tangible (e.g., computers, vehicles, supplies) and intangible (e.g., know-how, trademarks, patent information) assets. If Tufin provides Vendor with access to Tufin computers or systems (including e-mail), these devices and accounts are to be used for appropriate business purposes only and may be monitored/inspected by Tufin.

13. MARKETING MATERIALS AND MEDIA INTERACTIONS

Tufin controls the release of any marketing materials, press releases or media interviews that include a reference to Tufin, our subsidiaries, affiliates, customers and partners. Any such release requires advanced written approval by Tufin's CFO, General Counsel, or VP Marketing.

14. REPORTING CONCERNS

You are expected to self-monitor your compliance with this Vendor Code and promptly report any integrity concern involving or affecting Tufin. When requested, you are expected to assist Tufin in investigating concerns.

15. AMENDMENT

Tufin is committed to continuously reviewing and updating its policies, and Tufin's management review the Vendor Code on a regular basis. Therefore, Tufin may amend this Vendor Code at any time and for any reason. Vendors must comply with the then current version of the Vendor Code.

Last Update: November 2020
