



Epicor Worldwide
Code of Ethics and
Business Conduct

Introduction

This Epicor Worldwide Code of Ethics and Business Conduct (the “Code”) is intended to ensure compliance with legal requirements and our standards of honest and ethical business conduct. Anyone conducting business for Epicor Software Corporation or its subsidiaries or affiliates (collectively the “Company” or “we”), including employees, officers, directors, and, when engaged to represent or perform work for or on behalf of the Company, contractors and agents (each, a “Representative” or “you”), is expected to read and understand this Code, adhere to these standards in day-to-day activities, and comply with all applicable Company policies and procedures, whether set forth in this Code or elsewhere. All Representatives must conduct themselves accordingly and seek to avoid even the appearance of improper behaviour.

If this Code conflicts with a law, you must follow the law. If you become aware of such conflict you should immediately notify the Legal Department. If you have any questions about this Code or its application, you should discuss your questions with your manager or the Legal Department.

Those who violate the standards in this Code will be subject to disciplinary action, up to and including termination of employment. If you are in a situation which you believe may violate or lead to a violation of this Code, follow the guidelines described in Section 16 below.

This Code is not the exclusive source of guidance and information regarding the conduct of our business. You should also consult other published Company policies and procedures in specific areas as they apply.

1. Compliance with Laws, Rules and Regulations

Honest and ethical conduct are critical to our business. All Representatives have a duty to comply with applicable law, both to the letter and in spirit, and we expect you to act in an honest, ethical and professional manner.

2. Conflicts of Interest

You are expected to conduct business within guidelines that prohibit actual and potential conflicts of interest. An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you, a relative or a significant other (each as defined below) as a result of the Company’s business dealings. For instance, personal gain may result when an employee or relative has significant ownership in a company with which the Company does business, or when any kickback, bribe, substantial gift, or special consideration is provided to an employee by a third party as a consequence of the employee’s involvement in a Company business transaction.

If you have any influence on transactions involving purchases, contracts, leases or other corporate affairs, you must disclose to your manager the possibility of any actual or potential conflict of interest so that safeguards can be established to protect you, the Company and any third parties involved in the transaction.

The following guidelines have been developed to help you avoid any activity, agreement, business investment, or interest that could be in conflict with the Company’s interests or that could interfere with your duty and ability to best serve the Company. If you are unsure whether a conflict exists, please seek further clarification by contacting your manager or the Legal Department for more information.

2.1 Employment/Outside Employment. You are expected to devote your full attention to your Company responsibilities. You may not engage in any activity that would interfere with your job performance or responsibilities. Outside employment or activities that do not present such a conflict may be acceptable but you may not work for any Company supplier, reseller, customer, developer or competitor, or in any activity that is in the Company’s present or reasonably anticipated future businessplans. Additionally, you must disclose to us any interest you have that may conflict with the Company’s business.

2.2 Outside Directorships. It is a conflict of interest to serve as a director of any company that competes with the Company. Although you may serve as a director of a Company supplier, customer, developer, or other business partner, our policy requires that you first obtain approval from the Company’s Chief

Legal Officer or Chief Financial Officer before accepting a directorship. Any compensation you receive must be commensurate to your responsibilities.

2.3 Business Interests. If you or a relative or significant other (each as defined below) are considering investing in a Company customer, supplier, developer or competitor, you must first take great care to ensure that there is no conflict of interest. While the Company respects your right to manage your investments and does not wish to interfere with your personal life, you are responsible for avoiding situations that present – or create the appearance of – a potential conflict between your interests and those of the Company. Many factors should be considered in determining whether a conflict exists, including: the size and nature of the investment, your ability to influence the Company’s decisions; your access to confidential information of the Company or of the other company; and the nature of the relationship between the Company and the other company. Notwithstanding the foregoing, you may own, on a passive basis, up to 2% of the stock of any entity that is publicly-traded on any national securities exchange. There are some obvious situations that can result in a conflict of interest, such as you, your relative or your significant other:

- having a substantial financial interest in a Company supplier, competitor or customer;
- having an interest in a transaction in which it is known that the Company is, or may be, interest;
- taking advantage of the Company’s opportunities for profit; or
- receiving fees, commissions, or other compensation from a Company supplier, competitor, or customer.

2.4 Related Parties. You should avoid conducting Company business with a relative or significant other, or with a business in which a relative or significant other is associated in any significant role. For purposes of this Code, “relatives” include spouse, sister, brother, daughter, son, mother, father, grandparents, aunts, uncles, nieces, nephews, cousins, step relationships, in-laws and persons living in a spousal/domestic partner or familial fashion with an employee, and “significant others” include persons living in a spousal/domestic partner or familial fashion with an employee, persons with whom an employee has a close or intimate personal relationship, or persons with whom the employee has a business or investment relationship outside the Company.

If a related party transaction appears to be unavoidable, you must fully disclose the nature of the related party transaction to your divisional or functional Vice President and to our Chief Financial Officer. If the related party transaction is determined by the Company’s Chief Financial Officer to be material to the Company, the Company’s Audit Committee must review and approve the matter in writing in advance of any such related party transactions. The most significant related party transactions, particularly those involving the Company’s directors or executive officers, must be reviewed and approved in writing in advance by the Company’s Audit Committee. The Company must report all such material related party transactions under applicable accounting rules. Any dealings with a related party must be conducted in such a way that no preferential treatment is given to the related party.

2.5 Employment of Relatives. The Company discourages, without approval of the Company’s Chief Human Relations Officer, the employment of relatives and significant others in positions or assignments within the same department and prohibits the employment of such individuals in positions that have a financial dependence or influence (e.g., an auditing or control relationship, or a supervisor/subordinate relationship) (a “Prohibited Relationship”). If a question arises about whether a relationship is covered by this policy, the Human Resources Department is responsible for determining whether an applicant or transferee’s acknowledged relationship is covered by this policy. If a Prohibited Relationship exists or develops between two employees, the employee in the senior position must bring this to the attention of their manager. The Company may, in its discretion, separate the individuals at the earliest possible time, either by reassignment or by termination of employment, if necessary.

2.6 Gifts and Gratuities. Under no circumstances may anyone acting on behalf of the Company accept any offer, payment, promise to pay, or authorization to pay any money, gift, or anything of value from customers, vendors, consultants, or similar actors that could be perceived as, or is intended to, directly or indirectly, influence any business decision, any act or failure to act, any commission of fraud, or opportunity for the commission of any fraud. Similarly, you may not offer or make any such payments or gifts. Inexpensive and customary non-cash gifts, infrequent business meals, celebratory events and

entertainment, provided they are not excessive or create an appearance of impropriety and are not intended for an improper purpose such as gaining an improper advantage, do not violate this policy. See Section 8 below for further information.

2.7 Corporate Opportunities. Unless expressly provided otherwise, you are prohibited from taking or diverting opportunities that you discover as a result of your role with the Company or through the use of Company property or information, unless the opportunity is disclosed fully in writing to the Company's Chief Financial Officer, or in the case of the Company's executive officers and directors, to the Board of Directors, and the Company declines to pursue such opportunity. You may not use corporate property, information or your position with or for the Company for improper personal gain, and you may not compete with the Company directly or indirectly. Employees, officers and directors owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises.

2.8 Other Situations. Because other conflicts of interest may arise, it would be impractical to attempt to list or describe all possible conflict of interest situations. If a proposed transaction or situation raises any questions or doubts in your mind, you should consult the Company's Human Resources Department or Legal Department for guidance.

3. Protecting Confidential and Proprietary Information

The Company's confidential information is a valuable asset that everyone must protect. All confidential information must be used for Company business purposes only and safeguarded by everyone. This responsibility includes not disclosing Company confidential information such as information regarding the Company's products or business over the Internet. Protecting information includes its proper labelling, safeguarding, securing and disposal in accordance with the department or Company record retention policy applicable to that information and also extends to confidential information of third parties that the Company has rightfully received under Non-disclosure Agreements or any other agreement.

As a condition of employment or engagement as a service provider to the Company, you are required to sign a Proprietary Information, Inventions, and Ethics Agreement or similar type of agreement. The agreement sets forth rules regarding confidentiality, discusses the treatment of prior inventions, requires employees to list prior inventions, and requires the assignment of inventions and other proprietary rights to the Company. Compliance with this agreement is an obligation of confidence and trust with respect to Company business information and applies to the business of any client, customer, or other business affiliate of any Company entity. If you improperly use or disclose trade secrets or confidential business information, you will be subject to disciplinary action, up to and including termination of your relationship with the Company, and legal action, even if you do not actually personally benefit from the disclosed information.

3.1 Disclosure of Company Confidential Information. To further the Company's business, from time to time our confidential information may need to be disclosed to potential business partners. However, such disclosure should never be done without carefully considering its potential benefits and risks. If you determine in consultation with your manager and other appropriate Company management that disclosure of confidential information is necessary, you must ensure that an appropriate written nondisclosure agreement is signed prior to the disclosure. The Company has standard nondisclosure agreements suitable for most disclosures. You must not sign a third party's nondisclosure agreement or accept changes to the Company's standard nondisclosure agreements without review and approval by the Legal Department.

3.2 Requests by Regulatory Authorities. The Company must cooperate with appropriate government inquiries and investigations. All government or regulatory requests for information, documents or investigative interviews must be referred immediately to the Legal Department.

3.3 Handling the Confidential Information of Others. The Company has many kinds of business relationships with many companies and individuals. Sometimes, these companies and individuals will provide the Company with confidential information about their products or business plans to permit the Company to evaluate a potential business relationship. We must take special care to handle the confidential information of others responsibly and in accordance with any agreements we have with those parties.

(i) Appropriate Nondisclosure Agreements. Confidential information may take many forms. An oral presentation about a company's product development plans may contain protected trade secrets.

A customer list or employee list may be a protected trade secret. A demonstration of an alpha version of a company's new software may contain information protected by trade secret and copyright laws.

You should never accept information offered by a third party that is represented as confidential, or which appears from the context or circumstances to be confidential, unless an appropriate nondisclosure agreement has been signed with the party offering the information. The Legal Department can provide nondisclosure agreements to fit any particular situation, and will help guide appropriate execution thereof. Even after a nondisclosure agreement is in place, you should accept only the information necessary to accomplish the purpose of receiving it, such as a decision on whether to proceed to negotiate a deal. If more detailed or extensive confidential information is offered and it is not necessary for your immediate purposes, it should be refused or promptly returned.

(ii) Need-to-Know. Once a third party's confidential information has been disclosed to the Company, we have an obligation to abide by the terms of the relevant nondisclosure agreement and limit the information's use to the specific purpose for which it was disclosed. You may only disseminate it to other Representatives with a need to know the information. Everyone involved in a potential business relationship with a third party must understand and strictly observe the restrictions on the use and handling of confidential information at all times irrespective of actual knowledge or any non disclosure agreement having been signed. When in doubt, consult the Legal Department.

(iii) Notes and Reports. When reviewing the confidential information of a third party under a nondisclosure agreement, it is natural to take notes or prepare reports summarizing the results of the review. Notes or reports, however, can include confidential information disclosed by the other party and should be treated just as any other disclosure of confidential information is treated: marked as confidential and distributed only to those Company employees with a need to know.

(iv) Competitive Information. You should never attempt to obtain a competitor's confidential information by improper means, nor should you contact a competitor regarding their confidential information. While the Company may, and does occasionally, employ former employees of competitors, we recognize and respect the obligations of those employees not to use or disclose the confidential information of their former employers.

(v) Privacy. The Company is committed to protecting individual consumer, medical, financial and other sensitive personal information that the Company collects from, has access to, or maintains concerning personnel or individual consumers or customers by complying with all applicable privacy and data protection laws, regulations and treaties. Employees must take care to protect individually identifiable personnel, consumer or customer information and other sensitive personal information from inappropriate or unauthorized use or disclosure.

Employees may not acquire, use, or disclose individual personnel, consumer or customer information in ways that are inconsistent with the Company's privacy policies, this Code or with applicable laws or regulations. Employees should consult with the Legal Department before establishing or updating any system, process, or procedure to collect, use, disclose, access, or transmit individual personnel, consumer or customer information, medical or financial records, or other sensitive personal information.

Personal items, files, messages or information that you consider private should not be placed or kept anywhere in the Company workplace, such as in telephone systems, office systems, electronic files, desks, credenzas, or offices. Company management has the right to access those areas and any other Company furnished systems and facilities. Employees should have no expectation of privacy when using any of the Company's systems or facilities. All Employees accept and agree (and will confirm such acceptance and agreement in writing if requested by the Company) that Company shall have the right to monitor and access their files and emails on the Company's IT systems for the purposes of the legitimate business of the Company. It is not the intention of the Company in doing so to access clearly personal files and emails but such access may occur in error and all Representatives accept and agree that to avoid this occurring they are responsible for ensuring that any personal files and emails are not stored on the Company's systems. Additionally, in order to protect its employees and assets, the Company may search an

employee's personal property, including briefcases and bags, located on or being removed from Company premises. Employees are expected to cooperate with any such request, and any failure to cooperate may result in disciplinary action up to and including termination of employment with the Company.

3.4 General Data Responsibility. The Company not only furnishes on premise software and cloud solutions to customers, but it may also, implement and support the same, troubleshoot problems on customer systems, upgrade customer systems, and provide customized applications and services. These tasks and services can and often do involve a variety of personnel and departments accessing a customer's system and the data stored on it. In addition to your obligation to respect a third party's confidential information (as discussed in Section 3.3 above), as a responsible supplier the Company must secure and protect the confidentiality of data obtained from customers or their system. You should follow the basic principles set out below.

Principles of good data usage:

- (i) You must at all times respect the confidentiality of a customer's data and not disclose any of it to anyone else even if they are employees of Company except on a need to know basis.
- (ii) You must only access or use a customer's data with its permission and legitimately either in the performance of services to that customer or in connection with such services.
- (iii) At all times you should only possess a customer's data that the customer has given to the Company and you should only access that portion of a customer's data that the customer has given the Company permission to access and no more.
- (iv) You should not continue to hold on to or possess a customer's data beyond the earlier of (i) the time you legitimately need to in order to facilitate the purpose for which you first obtained the data, and (ii) the time the Company has permission from the customer to maintain possession of such data.
- (v) You must act responsibly at all times to take reasonable steps to avoid unauthorized or unlawful access or use of a customer's data or accidental loss or destruction or damage to a customer's data.
- (vi) You should take any and all reasonable steps to ensure that anyone to whom you disclose a customer's data or who accesses a customer's data on our behalf is authorized to do so in writing and subscribes to the same principles as those set out in this list. You should at all times refuse to disclose any customer data where such assurances cannot or are not provided in writing. Before you share customer data outside of the Company, you must consult with the Legal Department. The Legal Department can provide nondisclosure agreements to fit any particular situation and will help guide appropriate execution of such agreements.
- (vii) You should never send personally identifiable information, including social security number and credit card numbers, unencrypted over the internet.

3.5 Internet and Social Media. In order to ensure that non-public material information is not inadvertently disclosed and that you do not inappropriately represent the Company to the general public, you are prohibited, without first obtaining Company approval, from maintaining your own website to promote the Company's business, participating in Internet chat rooms, newsgroup discussions, blogs, Twitter feeds, Facebook, or similar forums on any matters pertaining to the Company's business or activities. Except as specifically authorized by a designated officer in conjunction with their Company responsibilities, you must limit your participation in these outlets to personal, non-Company activities and not as a Company employee or representative.

3.6 Privileged Information. If you need to seek legal advice, it is best to call the Legal Department. If you need to send something in writing to the Legal Department, or by email, label it "attorney-client" privilege and send to your Company designated attorney only. If you receive attorney-client privileged information from a Company lawyer or Company's outside lawyers, whether labelled "Attorney-Client Privileged" or not, you must not forward or send that information to, or discuss the contents thereof with, anyone other

than your manager who has a need to know and even then at times making sure that you copy in the applicable attorney on such email.

3.7 Lawsuits, Threat Letters and Demand Letters. If you receive any communications related to a lawsuit, whether pending or threatened, including any suggestion of termination and/or refund by the Company to a customer, or any communications from a third party threatening legal action or asserting the rights of a third party against the Company, you must immediately send the communication to your manager and the Legal Department.

4. Financial Integrity: Maintaining and Managing Books and Records

It is the Company's policy to maintain books, records and accounts in reasonable detail to accurately and fairly reflect all of the Company's transactions. The Company and its subsidiaries will maintain a system of internal accounting controls sufficient to reinforce policy compliance.

You are responsible for following the Company's policies and procedures for carrying out and reporting business transactions and obtaining the appropriate authorization from management for those transactions. You are not permitted to make business commitments outside of these policies and procedures. You should not make any oral or written commitments that create a new agreement or that will modify an existing agreement with a third party without approval, consistent with delegation levels, review and signature authority, from the appropriate Company personnel – generally, personnel in the Company's Finance and Legal Departments.

You are also responsible for retention of accurate and appropriate documentation of business transactions in accordance with applicable law and the Company's applicable records retention policies and procedures.

These record keeping requirements are in addition to all other Company financial policies. No Representative shall knowingly fail to implement a system of appropriate internal controls, or falsify any book, record, account, or Company document. This policy of accurate and fair recording also applies to your maintenance of time reports, expense accounts, and any other Company records.

You may not interfere with or seek to improperly influence, directly or indirectly, the auditing of the Company's financial records. Violation of this provision shall result in disciplinary action, up to and including termination, and may also subject you to substantial civil and criminal liability.

If you become aware of or suspect any improper transaction, accounting or auditing practice within the Company, or if you believe the Company's internal accounting controls are deficient or improper, you should report the matter immediately to the Chief Financial Officer or General Counsel (who is responsible for providing the information to the Chairman of the Audit Committee of the Board of Directors), or report the matter immediately on a confidential (and, at your choice, anonymous) basis through the Company's whistle-blower hotline by following the procedure set forth in Section 16 below. All such complaints or reports shall be retained by the Company for a period of time to be determined by the Audit Committee or a subcommittee thereof.

5. Protecting the Company's Assets

You are responsible for using Company resources and property (including time, materials, equipment and proprietary information) primarily for Company business purposes and not for your personal benefit.

5.1 Physical Access Control. The Company has and will continue to develop procedures covering physical access control to ensure privacy of communications, maintain the security of the Company's communication equipment, and safeguard Company assets from theft, misuse and destruction. You are personally responsible for complying with the level of access control that may be implemented in the facility where you work on a permanent or temporary basis.

5.2 Company Funds. Every Company employee is personally responsible for all Company funds over which they exercise control. Company agents and contractors should not be allowed to exercise control over Company funds. Company funds must be used only for Company business purposes and every expenditure, including expense report expenditures, must be supported by accurate and timely records.

5.3 Computers and Other Equipment. The Company strives to furnish employees with the equipment reasonably necessary to efficiently and effectively do their jobs. You must care for that equipment and use it responsibly for the Company's business purposes. Incidental use of the equipment for personal reasons should be kept to a minimum and cannot interfere with the Company's business. If you use Company equipment at your home or off site, take precautions to protect it from theft or damage. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs, all such equipment must remain fully accessible to the Company and remains Company property.

Employees should not have any expectation of privacy with respect to information transmitted over, received by, or stored in any electronic device, system, or network owned, leased, or operated in whole or in part by or on behalf of the Company. The Company retains the right to monitor and access any such information at any time, either with or without an employee's or third party's knowledge, consent or approval.

Any use by employees of the Company's computers, equipment or systems must conform to the Company's legal, human resources and IT/Telecom policies. For example, e-mail messages should never be used for communications that (i) are insulting, disruptive, offensive, libellous, inappropriate; (ii) could be considered sexually explicit, or pornographic; (iii) could constitute unlawful harassment or discrimination, (iv) could be viewed as disparaging of any protected characteristic including, but not limited to, age, race, colour, national origin, ancestry, religion, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, or (v) are infringing or breaching the rights of any third party or otherwise unlawful.

You should never open documents or click on links including in an email without first verifying the authenticity of the sender and the safety of the document or link at issue. Please refer to the Company's training on this topic for more guidance.

5.4 Software. All software used by employees to conduct Company business must be appropriately licensed. The Company respects the intellectual property of others and does not condone making or using illegal or unauthorized copies of any software. The Company's IT Department may with or without notice to employees inspect Company equipment and systems periodically to verify that only approved and licensed software has been installed. Any non-licensed/supported software will be removed. Disciplinary action, up to and including termination of employment, may be taken against any employee who makes or uses illegal or unauthorized copies of software.

5.5 Open Source Software. There is a wide variation in Open Source licenses and the obligations you and the Company may have under those licenses. The Company respects the valid intellectual property rights of others. Failing to comply with applicable license requirements may lead to legal claims against the Company. No software, including Open Source software, may be installed on a Company computer unless the software has been properly acquired and installed (unless approved for self-installation) by authorized personnel of the Company. If you are involved with or want to use Open Source software in conjunction with product development, you must first consult with the Legal Department and your manager.

5.6 Maintaining and managing records The Company is required by local, state, federal, foreign and other applicable laws, rules and regulations to retain certain records and to follow specific guidelines in managing its records. Records include paper documents, email, compact discs, computer hard drives, floppy disks, microfiche, microfilm and all other recorded information, regardless of medium or characteristics. Civil and criminal penalties for failure to comply with such guidelines can be severe for employees, agents, contractors and the company.

You should consult with the Legal Department regarding the retention of relevant records in the case of actual or threatened litigation or government investigation. The Legal Department will notify you if a legal hold is placed on records for which you are responsible. However, if you have reason to believe that a violation of the law has been committed or that a government, regulatory or internal investigation or any litigation is about to be commenced, you must retain all records even if a legal hold has not yet been placed on the records. A legal hold suspends all document destruction procedures in order to preserve appropriate records under special circumstances, such as litigation or government investigations. The

Legal Department determines and identifies what types of records or documents are required to be placed under a legal hold. If a legal hold is placed on records for which you are responsible, you must preserve and protect the necessary records in accordance with instructions from the Legal Department. Records or supporting documents that are subject to a legal hold must not be destroyed, altered or modified under any circumstance. A legal hold remains effective until it is officially released in writing by the Legal Department. If you are unsure whether a document has been placed under a legal hold, you should preserve and protect that document while you check with the Legal Department.

6. Insider Trading

If you have access to confidential information, you are not permitted to use or share that information for stock trading purposes or for any other purpose except the conduct of our business. All non-public information about the Company or any other Company with which the Company does business should be considered confidential information. To use non-public information for personal financial benefit or to “tip” others who might make an investment decision on the basis of this information is not only unethical but also illegal. If you have any questions, please consult the Legal Department.

7. Payment Practices

7.1 Accounting Practices. All transactions must be fully and accurately recorded in the Company's books and records in compliance with all applicable laws. False or misleading entries, unrecorded funds or assets, or payments without appropriate supporting documentation and approval are strictly prohibited and violate Company policy and the law. Additionally, all documentation supporting a transaction should fully and accurately describe the nature of the transaction and be processed in a timely fashion.

7.2 Prohibition Against Side Letters. The Company is required to properly report financial information. The Company's revenue recognition policy includes a prohibition of “side letters” (written or oral agreements with customers that would modify or supersede the terms of current or previous purchase orders or contracts). You must immediately report the existence of any side agreement to your manager and the Legal Department.

7.3 Political Contributions. It is the Company's policy to comply fully with all local, state, federal, foreign and other applicable laws, rules and regulations regarding political contributions. The Company's funds or assets must not be used for, or be contributed to, political campaigns or political practices under any circumstances without the prior written approval of the Company's Chief Legal Officer or Chief Financial Officer and, if required, the Board of Directors. Of course, you remain free to make personal contributions of time or money but you may not do so in a manner that either interferes with your Company duties or implies the Company's endorsement of your actions.

8. Anti-Corruption and Anti-Bribery

Most countries in which the Company does business, including the United States and abroad have laws that forbid making, offering, or promising any payment or anything of value (directly or indirectly) to a government official, or to an entity acting for or on behalf of a government official, when the payment is intended to influence an official act or decision to award or retain business. In the United States, the U.S. Foreign Corrupt Practices Act (FCPA) regulates U.S. companies doing business abroad. The FCPA makes it illegal for employees of U.S. companies to directly or indirectly give anything of value to a non-U.S. government official, political party, or party official in order to gain an improper business advantage. In addition, its accounting provisions make it illegal to improperly record transactions. As a U.S. company, the Company and all of its U.S. and non-U.S. subsidiaries and Representatives must comply with the FCPA. We must also comply with all local anti-bribery and corruption laws such as the UK Bribery Act 2010.

Complex rules govern the giving of gifts and payments to governmental employees. Therefore, what may be permissible in regard to commercial customers may be illegal when dealing with the government and could even

constitute a crime. In some countries, businesses may be controlled by the government, making it difficult to distinguish between commercial and government officials.

The Company also prohibits commercial bribery. Under no circumstances may anyone acting on behalf of the Company offer to pay, pay, or issue authorization to pay any money, gift, or anything of value to customers, vendors, consultants, etc. that could be perceived as intended, directly or indirectly, to improperly influence any business decision, any act or failure to act, any commission of fraud, or opportunity for the commission of any fraud. Questions regarding whether a particular payment or gift violates this policy should be directed to Human Resources or the Legal Department.

For further information, see the Company's Global Anti-Corruption Compliance Policy located on EpicNet.

9. Anti-Slavery & Anti-Human Trafficking

The Company is committed to ensuring transparency in our own business and in our approach to tackling modern slavery and human trafficking throughout our supply chains and work environment. Modern slavery and trafficking in persons is an international crime involving the acquisition of a human being through the use of force, fraud or coercion, or in which the person induced to perform such act has not attained 18 years of age, for the purpose of exploiting the individual, adult or child, for profit through forced labour, prostitution or both. It constitutes a violation of human rights in which the victims are deprived of their fundamental freedoms.

The Company's operations are subject to a variety of differing modern slavery and human trafficking legislation. The Modern Slavery Act 2015 is applicable to our operations in the United Kingdom; the Modern Slavery Act 2018 (Cth) is applicable (on a voluntary basis) to our business operations in Australia; and the requirements of US Federal Acquisition Regulation Subpart 22.17 and 52.222-50, which is applicable to our business operations in the United States of America. Regardless of the countries that have enacted legislation to combat modern slavery and human trafficking, the Company will not, and does not, tolerate or condone modern slavery or human trafficking in any part of its organization or business relationships, regardless of where in the world the organization is located; nor where the business relationship is conducted.

For further information, see the Company's Global Anti-Slavery and Anti-Human Trafficking Policy located on EpicNet.

10. Export Controls and Boycotts

The U.S. is among a number of countries maintaining controls on the destinations to which products or software may be exported. The U.S. regulations are complex and apply both to exports from the U.S. and to exports of products from other countries, when those products contain U.S. origin components or technology. Software created in the U.S. is subject to these regulations even if duplicated and packaged abroad. In some circumstances, an oral presentation containing technical data made to foreign nationals in the U.S. may constitute a controlled export. The Legal Department can provide you with guidance on which countries are prohibited destinations for Company products or whether a proposed technical presentation to foreign nationals may require a U.S. Government license. Additionally, the export controls of other countries may apply to the Company's products. Details of such controls are available from the Legal Department.

We also comply with all laws and regulations regarding foreign economic boycotts and refuse to comply with requests that are not supported by the U.S. government. These may include requests for information, action, or inaction to support or reinforce a boycott. Make sure all agreements, purchase orders and letters of credit are inspected and approved to eliminate these provisions.

For further information, see the Company's Global Export Control Policy located on EpicNet.

11. Responsibilities to our Customers and Suppliers

- 11.1 Customer Relationships.** If your job puts you in contact with any Company customers or potential customers, it is critical for you to remember that you represent the Company to the people with whom you are dealing. Act in a manner that creates value for our customers and helps to build a relationship based upon trust. The Company has provided products and services for many years and has built up significant goodwill over that time. This goodwill is one of our most important assets, and you must act to preserve and enhance our reputation.
- 11.2 Copyright Standard.** The Company subscribes to many publications that help employees do their jobs better. These include newsletters, reference works, online reference services, magazines, books, and other digital and printed works. Copyright law generally protects these works, and their unauthorized copying and distribution constitute copyright infringement. You must first obtain the consent of the publisher of a publication before copying publications or significant parts of them. When in doubt about whether you may copy a publication, consult the Legal Department.
- 11.3 Selecting Suppliers.** The Company's suppliers make significant contributions to our success. To create an environment where our suppliers have an incentive to work with the Company, they must be confident that they will be treated lawfully and in an ethical manner. The Company's policy is to purchase supplies based on need, quality, service, price and terms and conditions. The Company's policy is to select high-quality suppliers, who provide and create value for the Company and our customers, and enter into significant supplier agreements through a competitive bid process where possible. In selecting suppliers, the Company does not discriminate on the basis of age, race, colour, national origin, ancestry, religion, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, or any other characteristic protected by federal, state or local law. A supplier to the Company is generally free to sell its products or services to any other party, including Company competitors. In some cases where the products or services have been designed, fabricated, or developed to the Company's specifications, the agreement between the parties may contain restrictions on sales.

12. Responsibilities to our Channel and our Competitors

- 12.1 Free and Fair Competition.** Most countries have well-developed bodies of law designed to encourage and protect free and fair competition. The Company is committed to obeying both the letter and spirit of these laws. The consequences of not doing so can be severe for all of us.

These laws often regulate the Company's relationships with its distributors, resellers, dealers, and customers. Competition laws generally address the following areas: pricing practices (including price discrimination), discounting, terms of sale, credit terms, promotional allowances, secret rebates, exclusive dealerships or distributorships, product bundling, restrictions on carrying competing products, termination, and many other practices.

While the Company will compete vigorously in whatever markets we enter, we will always do so in a manner that is fair, honest, ethical and legal. While it is appropriate to demonstrate and show the features of Company products, the Company will not use advertisements or messages that are misleading in their presentation of either the Company's or its competitors' products, either expressly or implicitly. In addition, the Company will compete based on our strengths and will not unfairly disparage or impugn the products or reputation of others.

Competition laws also govern, usually quite strictly, relationships between the Company and its competitors. As a general rule, contacts with competitors should be limited and should always avoid subjects such as prices or other terms and conditions of sale, customers, and suppliers. Remember that our channel partners may be Company competitors as well and they certainly compete with one another. You must never engage in any act to facilitate collusion or illegal acts by channel partners. Participating with competitors in a trade association or in a standards creation body is acceptable when

the association has been properly established, has a legitimate purpose, and has limited its activities to that purpose.

Without the express permission of the Legal Department, you shall not at any time or under any circumstances, enter into an agreement or understanding, written or oral, express or implied, with any competitor, including any agreements concerning prices, discounts, other terms or conditions of sale, profits or profit margins, costs, allocation of product or geographic markets, allocation of customers, limitations on production, boycotts of customers or suppliers, or bids or the intent to bid; in fact, you should never even discuss or exchange information on these subjects. Similarly, resellers of Company products must remain free to set their own resale terms, including prices, and no Company employee may force, coerce or reach any agreement with a reseller about the prices at which Company products will be resold. In some cases, legitimate joint ventures with competitors may give rise to exceptions to these rules as may bona fide purchases from or sales to competitors on non-competitive products, but the Legal Department must review and approve all such proposed exceptions ventures in advance. These prohibitions are absolute and strict observance is required. Collusion among competitors is illegal, and the consequences of a violation are severe.

Although the spirit of these laws, known as "antitrust," "competition," "consumer protection" or "unfair competition" laws, is straightforward, their application to particular situations can be quite complex. To ensure that the Company complies fully with these laws, each of us should have a basic knowledge of them and should involve our Legal Department early on when uncertain or questionable situations arise.

- 12.2 Industrial Espionage.** It is the Company's policy to lawfully compete in the marketplace. This commitment to fairness includes respecting the rights of our competitors and abiding by all applicable laws in the course of competing. The Company expects its competitors to respect our rights to compete lawfully in the marketplace, and we must respect their rights equally. Company employees may not steal or unlawfully use the information, material, products, intellectual property, or proprietary or confidential information of any third party including suppliers, customers, business partners or competitors.

13. Employment Laws and Health and Safety

- 13.1 Employment and Workplace Laws.** The Company work environment, world-wide, is based on respect for one another at all times, free from bullying, and respect for workplace laws in each jurisdiction in which the Company does business. These laws include, but are not limited to, equal employment opportunity statutes, drug-free workplace mandates, and rules or regulations promoting a work environment that is free of unlawful discrimination or harassment.

- 13.2 Safety and Health.** The Company strives to provide each employee with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for all employees by following safety and health rules and practices, including any Company pandemic or other infectious disease plans, and reporting accidents, injuries and unsafe equipment, practices or conditions. Violence or threatening behaviour are not permitted. Employees must report to work in condition to perform their duties, free from the influence of illegal drugs or alcohol. The use of illegal drugs or alcohol (other than as reasonably consumed at an authorized Company social event) in the workplace will not be tolerated.

This Code incorporates the Company's employee guidelines with respect to compliance with employment laws. Any alleged violation of these guidelines should be reported as set forth in Section 16 below.

14. External Communications

You may not communicate externally on behalf of the Company unless you are authorized in writing to do so. The Company has established specific policies regarding who may communicate information on behalf of the

Company to the public, the press, market professionals (such as securities analysts, institutional investors, investment advisors, brokers and dealers) and investors.

You should refer all calls or other inquiries from the press, market professionals or investors to the Company's Corporate Communications Department. All communications made to public audiences on behalf of the Company, including formal communications and presentations made to investors, customers or the press, require prior approval of the Company's Chief Legal Officer and/or the Chief Marketing Officer.

15. Waiver of Provisions of this Code

Any waiver of any provision of this Code must be approved in writing by the Company's Chief Financial Officer, or by the Board of Directors if the matter involves a director or executive officer.

16. Compliance, Reporting, Disciplinary Actions, and Non-Retaliation

16.1 Compliance Guidelines The matters covered in this Code are of the utmost importance to the Company, its stakeholders and its business partners, and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all Representatives to adhere to these rules in carrying out their duties for the Company. Since we cannot anticipate every situation that will arise, it is important that we have a way to approach a new question or problem. These are the steps to keep in mind:

- Make sure you have all the facts. In order to reach the right solutions, we must be as fully informed as possible.
- Ask yourself: What specifically am I being asked to do? Does it seem unethical or improper? This will enable you to focus on the specific question you are faced with, and the alternatives you have. Use your judgment and common sense; if something seems unethical or improper, it probably is.
- Clarify your responsibility and role. In most situations, there is shared responsibility. Are your colleagues informed? It may help to get others involved and discuss the problem.
- Discuss the problem with your supervisor. This is the basic guidance for all situations. In many cases, your supervisor will be more knowledgeable about the question, and will appreciate being brought into the decision-making process. Remember that it is your supervisor's responsibility to help solve problems.
- Seek help from Company resources. In the rare case where it may not be appropriate to discuss an issue with your supervisor, or where you do not feel comfortable approaching your supervisor with your question, discuss it with the Company's Chief Legal Officer or you may report the matter in accordance with Section 16.2 below.
- Always ask first, act later: If you are unsure of what to do in any situation, seek guidance before you act.

16.2 Reporting. Part of your job and ethical responsibility is to help enforce this Code. If you discover events of a questionable, fraudulent or illegal nature that are, or may be, in violation of the Code, you should report the matter immediately to the Chief Financial Officer, Chief Human Rights Officer or Chief Legal Officer. You may also report the matter on a confidential (and, at your choice, anonymous) basis through Ethicspoint by going to their website on line at www.ethicspoint.com or by telephoning anonymously to 1-866-384-4277.

16.3 Investigation and Disciplinary Action. All reports of alleged violations of this Code made in good faith will be appropriately investigated, and the Company will make reasonable efforts to ensure that all information disclosed during the course of the investigation remains confidential, except as necessary to conduct the investigation and take any related or follow-on activities, including appropriate remedial action. If, at the conclusion of our investigation, it is determined that a violation of this Code has occurred, we will take appropriate remedial action commensurate with the severity of the offense. This action may include disciplinary action against the accused party, up to and including termination of employment with the Company. Reasonable and necessary steps will also be taken to prevent any further violations of the policy at issue.

Where the Company has suffered a loss, it may pursue its remedies against the individuals or entities responsible. Where laws have been violated, the Company will cooperate fully with the appropriate authorities.

16.4 No Retaliation. No discrimination or retaliation against any person who, in good faith, reports a suspected violation of this Code will be tolerated. Anyone who retaliates against an individual under such circumstances will be subject to disciplinary action, up to and including termination of employment.

16. ACKNOWLEDGMENT OF RECEIPT

I have received and read the Epicor Worldwide Code of Ethics and Business Conduct (the "Code"). I understand the standards, policies, and procedures contained in the Code, and understand that there may be additional Company standards, policies, procedures and laws relevant to my position. I agree to comply with the Code in full at all times during my employment or other relationship with the Company.

If I have questions concerning the Code, or the legal and regulatory requirements applicable to my job, I will consult my manager, the Human Resources Department, or the Legal Department. I understand that I will not be subject to any retaliation for asking such questions.

I further understand that the Code may be amended or modified from time to time by the Company as part of the Company's continued program of compliance with applicable law, and that it is my responsibility to ensure that I check EpicNet (or other website designated by the Company) regularly to inform myself of any such amendments and modifications, and to comply with this Code (and any other policy referenced herein) as amended and modified.

Name

Signature

Date

Please sign this Acknowledgment of Receipt of the Worldwide Code of Ethics and Business Conduct