



## Okta Partner Code of Conduct

Okta, Inc. and its subsidiaries (collectively, “Okta”) are committed to conducting business ethically, honestly, fairly, lawfully, and with integrity. We expect our Partners to operate in alignment with these values in all of their work with or on behalf of Okta.

### Applicability

This Partner Code of Conduct (the “Partner Code”) applies to all Okta business partners, including but not limited to resellers, distributors, and service providers (e.g., vendors and suppliers), and any other parties providing goods or services to, or on behalf of, Okta (“Partners” or “You”).

The standards of this Partner Code supplement and enhance the requirements and terms outlined in Your agreement(s) with Okta. In addition to Your contractual terms with Okta, You are required to read and comply with this Partner Code and ensure that the requirements are communicated, understood, and followed by all people working for You, including but not limited to Your direct employees, contract workers, temporary workers, and agents. You must know and follow all applicable federal, state, provincial, international, and local laws and requirements that apply to Your work wherever You do business. A violation of this Partner Code may constitute a breach of Your agreement(s) with Okta and may result in termination of Your agreement, as well as potential legal consequences.

### Raising Concerns

If You become aware of any potentially improper conduct by any Okta employee, agent, or Partner, You should report this activity via Okta’s Ethics Reporting Line at [www.okta.ethicspoint.com](http://www.okta.ethicspoint.com) or by phone at +1-844-231-3575 in US/Canada (international phone numbers can be accessed via Okta’s Ethics Reporting Line website by selecting the country in which You are located via the drop-down menu). Where permitted by law, reports through Okta’s Ethics Reporting Line can be made anonymously. When reporting, You should provide as much information as possible so that we can fully investigate Your report.

You must prohibit retaliation in any form against anyone who, in good faith, reports any actual or potential violation of this Partner Code or any illegal or unethical behavior.

### Ethical Business Conduct and Compliance with Laws

Okta expects all Partners to operate in full compliance with all applicable laws and regulations in the countries and jurisdictions in which You operate and You must ensure compliance with the standards in this Partner Code.

**Anti-Bribery and Anti-Corruption Compliance:** Okta prohibits bribery and corruption in all forms. You must conduct business in a manner consistent with all applicable anti-bribery and anti-corruption laws, including but not limited to the US Foreign Corrupt Practices Act (“FCPA”) and the UK Bribery Act (“UKBA”). You must not tolerate, permit, or engage in any form of corruption, extortion, or bribery, whether You are working with the public or private sector. Okta strictly forbids our Partners from directly or indirectly



offering or giving to any person, or soliciting or accepting from any person, or otherwise authorizing bribes, improper preferential benefits, and/or kickbacks.

All business dealings must be accurately reflected in business books and records. Any assets or funds Okta has paid or provided to You (such as non-standard discounts, rebates, Market Development Funds (“MDF”), or any other approved incentives) must be used only for the specific purpose authorized or intended by Okta (see Okta Elevate Partner Program Guide for details); such assets or funds must not be used to disguise or facilitate any improper payment or gift.

**Conflicts of Interest:** You must avoid any situation that may involve a conflict, or the appearance of a conflict, with the interests of Okta. This includes any circumstances that could cast doubt on Your ability to act with total objectivity with regard to Your business dealings with Okta. You must notify Okta if You become aware of an actual, perceived, or potential conflict of interest with Okta or any of our employees or customers.

**Gifts, Meals, Entertainment, and Hospitality:** We expect our Partners to use good judgment, discretion, and moderation when giving or accepting gifts, meals, entertainment, or hospitality involving any Okta customer, employee, or family member of an Okta customer or employee.

Gifts and entertainment have the potential to give the appearance of a bribe or a conflict of interest or an attempt to improperly influence a business decision. Even if not addressed by law or the recipient’s policies, and regardless of local practice or custom, when extending or receiving common business courtesies, You must not request, accept, offer, or give anything of value that may give the appearance of impropriety, or may create the impression that the gift or entertainment is meant to improperly influence a business relationship.

**Government Customers:** Certain activities that may be customary and appropriate when dealing with commercial or non-government customers may be improper or even illegal when dealing with government, government-owned, or government-controlled customers. You are responsible for understanding and complying with all applicable laws, rules, regulations, policies, procurement requirements, and contract clauses that relate to sales to and interactions with government entities and government officials, including those governing gifts, meals, entertainment, and hospitality.

**Fair Competition and Antitrust:** Okta expects that our Partners will win business only through fair and honest competition. You must conduct business in full compliance with all applicable competition and antitrust laws and regulations. You must not discuss or agree with any competitors to (1) charge certain prices to customers (price fixing); (2) coordinate during a bidding process (bid rigging); (3) boycott suppliers or customers; (4) divide or allocate markets, territories, products, customers, or suppliers (market allocation); (5) limit the production or sale of products or product lines; or (6) otherwise unfairly exclude or foreclose competitors from the marketplace. You must not engage in discussions of such matters with Okta employees, other Okta Partners, or representatives of other companies.

In addition, You must only use legal means to gather information about sellers of products that compete with Okta products. You must not share information or discuss or enter into formal or informal agreements with any of Your or Okta’s competitors relating to competitively-sensitive information such as price, profit or profit margin, costs, production levels, or quotes for a specific customer’s business.



**Honest and Accurate Dealings:** You must be honest, accurate, and truthful in dealings with Okta, our customers, and any other individual or entity You interact with in the course of conducting business related to Okta. You must treat all persons with respect and must not make any false representations to anyone or engage in other misleading or deceptive conduct in relation to any Okta engagement, product, service, or transaction.

**Financial Integrity and Accounting:** You must keep complete and accurate books and records of transactions, customers, and business information related to Okta, including sales of Okta products, sales of products or services to Okta, and any other transactions or expenditures related to Okta business. Your business records must fully comply with all applicable laws and accounting and tax rules and regulations.

**Insider Trading:** You must comply with all applicable US and local insider trading and securities laws. You must ensure that any material, non-public information obtained as a result of a relationship with Okta is not used improperly for Your or anyone else's personal benefit.

**Intellectual Property and Protection of Confidential Information:** Okta respects, and expects its Partners to respect, the intellectual property of third parties. You must protect confidential and any other proprietary information that is obtained in the course of Your business relationship with Okta. You may only use Okta's intellectual property, such as confidential information, trade secrets, copyrights, patents and trademarks, in a manner permitted under Your agreement with Okta and the law and may not misappropriate or infringe the intellectual property rights of others. You must not misuse others' trade secrets or confidential information for Your own purposes or disclose such information to unauthorized third parties. You must notify Okta if You become aware of any unauthorized use of Okta's intellectual property, in particular our brands, trademarks, or logos.

**Trade Compliance:** As a US-headquartered company, Okta is subject to US sanctions and trade control laws and regulations. You must comply with all applicable trade laws and regulations that control the transfer, access, export, re-export, and import of products, services, software, and technology/technical data and laws that restrict dealings with sanctioned entities or individuals or in countries subject to trade embargoes or economic sanctions.

You must not—directly or indirectly—export, re-export, or transfer Okta products, or make our products or services available, to restricted destinations, including any destinations subject to US embargoes or trade sanctions; to restricted or denied end users, including any entity or individual specified on US government-maintained exclusion lists; or for restricted end uses, without first obtaining all approvals or licenses required under US or other applicable laws and regulations. In addition, You must not provide or facilitate the submission of misleading or inaccurate information concerning end destinations, end users, or potential end uses of Okta products, and You must promptly notify Okta if You learn a product or service has been made available to someone who is ineligible to receive it under applicable law. Trade controls can vary by country, and sometimes more than one country's rules will apply. You are responsible for understanding how export control laws and regulations apply and for monitoring changes to them.

**Artificial Intelligence:** You must develop and use any products or solutions that may use Artificial Intelligence ("AI") in accordance with relevant Okta policies and all applicable laws and regulations.



## Data Protection and Security

You are required to take a best practices approach to the protection and security of the data You may receive or have access to as a result of an engagement with Okta, as detailed in Your agreement.

If You process personal data (or such other equivalent definition prescribed by law, e.g., “personal information”) as a result of an engagement with Okta, You must have in place policies governing the processing by You and Your personnel. When processing any personal data, You are expected to comply with all applicable privacy laws and regulations, as well as any applicable agreement terms.

## Human Rights and Labor Standards

Okta expects our Partners to share in Okta’s commitment to respect all human rights and provide an equal opportunity place to work. You must comply with all applicable laws and regulations, including treaties and international standards, that relate to: human rights; freely chosen employment; avoidance of child labor, forced labor, human trafficking, and modern slavery; fair working hours; freedom of movement; fair wages and benefits; humane treatment; healthy and safe working environment; lawful employment; freedom of association; and supply chain due diligence.

Okta Partners must maintain a respectful workplace culture that is free of harassment, intimidation, bias, and unlawful discrimination of any kind. You must not discriminate on the basis of race, color, ancestry or national origin, sex, gender, sexual orientation, gender identity or gender expression, age, marital status, religion or creed, disability (mental or physical), medical condition, genetic information, military or veteran status, or any other characteristic protected by local laws, regulations, and ordinances. You are expected to accommodate all disabilities as required by applicable local laws.

## Environmental Standards and Sustainability

Okta is committed to doing our part to address climate change and advance sustainable business practices. We expect You to support these endeavors by conducting Your operations in an environmentally responsible manner promoting the sustainable use of resources. You must comply with all applicable environmental laws, regulations, and standards, including but not limited to those addressing: air emissions, environmental permits and reporting, hazardous and chemical substances, natural resource consumption reduction, pollution prevention, waste management and disposal, and water management. We encourage You to adopt sustainable practices as appropriate to Your business and in alignment with best practices. Examples of these practices include but are not limited to reducing resource consumption, minimizing emissions, providing sustainable working environments, integrating green building practices, reducing and responsibly disposing of waste, increasing recycling efforts, and implementing sustainable procurement and logistics practices. We also encourage you to disclose information and supporting data on Your programs and to establish publicly-visible science-based targets in line with the objectives of the Paris Climate Agreement. For additional information on Okta’s sustainability strategy, see our [ESG](#) and [Energy and Climate](#) pages on our website.



## Training and Awareness

Okta expects You to understand and communicate the requirements of this Partner Code to Your direct employees, contract workers, temporary workers, and agents. You should also have in place appropriate training and awareness programs to ensure compliance with this Partner Code and any other applicable contractual terms or policies, as well as processes for alerting Your management of any potential or suspected violations.

## Monitoring and Compliance

You should monitor Your own operations and supply chain compliance with the standards of this Partner Code through appropriate due diligence, audits, and similar activities. Okta reserves the right to request information or to conduct an audit (itself or via a third party) to confirm compliance with this Partner Code. You must cooperate with applicable audits, requests for information, or investigations of any kind at the request of Okta. A violation of this Partner Code may constitute a breach of Your agreement(s) with Okta and may result in termination of Your status as an Okta Partner.

## Certification

You may be required to certify that You have read and understand the Partner Code and that You are committed to complying with these standards.