

# **Manhattan Associates Partner Program: Partner Code of Conduct**

**Effective November 1, 2017**



### A MESSAGE FROM EDDIE CAPEL AND BRUCE RICHARDS

Manhattan Associates is proud to ensure our customers are supply chain commerce leaders across industries and around the world. Our success is driven by our culture of commitment to our customers, our employees, our shareholders, and the communities in which we operate. Central to this commitment is our adherence to the highest standards of ethics, professionalism, honesty, and integrity. We expect adherence to those same standards from our business partners.

This Partner Code of Conduct presents our commitment to doing the right thing every day and our expectations and requirements for our partners to do the same. We maintain our Partner Code of Conduct as an important reference for conducting business professionally, honestly, and with integrity and for preventing unethical conduct and violations of laws and regulations.

Thank you for your shared commitment to Manhattan Associates' high standards of ethical business practices.



Eddie Capel

President and Chief Executive Officer



Bruce S. Richards

Senior Vice President and Chief Legal Officer

## **PARTNER CODE OF CONDUCT**

### Introduction

This Partner Code of Conduct applies to all Manhattan Associates business partners, including our Value Partners, Associate Partners, GeoPartners, Channel Marketing Representatives, and any others. We expect and require our “partners” to comply with this Code in connection with all transactions with us or involving our interests.

### Laws, Rules and Regulations

Our Partners must comply with all applicable laws and governmental regulations.

### Financial Integrity

We expect our partners to maintain fair, complete, and accurate records, in compliance with applicable laws and regulations, including to the extent they participate in transactions between Manhattan Associates and our customers, customer prospects, or other third parties.

Our partners must refrain from making false representations or false claims, or from approving, producing, or using forged or otherwise false documents or records. Any side agreement, oral or written, is strictly prohibited.

### Anticorruption

Our partners must not directly or indirectly promise, authorize, offer, or make bribes, kickbacks, or payments of money or anything of value to anyone for the purpose of securing an improper business advantage, obtaining or retaining business, or directing business to any other person or entity. Our partners also must not receive, directly or indirectly, anything of value for the improper purposes described above in connection with a transaction or business relationship.

Under this Code, “anything of value” includes, but is not limited to, cash, gifts, travel, meals, lodging, entertainment, gift cards, loans, loan guaranties, extensions of credit, uncompensated or undercompensated services or products, and charitable donations. Our partners must comply with all applicable anticorruption and antibribery laws and regulations, including the U.S. Foreign Corrupt Practices Act (“FCPA”) and the UK Bribery Act. Our partners must be careful not to offer facilitation payments for routine government actions where those payments would violate applicable law.

Business courtesies such as gifts or meals must not be offered or accepted unless they are offered or accepted entirely in the ordinary and proper course of business, could not be reasonably construed as bribes or improper inducements, and are not designed and do not appear to be designed to influence the recipient to secure unfair preferential treatment or other improper advantage.

### Conflicts of Interest

Our partners must avoid engaging in any business activity that would create a conflict between their interests as our partner and any separate duty or obligation to provide independent advice to a customer regarding the products or services being procured. Moreover, partners should take

care, where possible, to avoid activities that would create the appearance of a conflict of interest. If a partner believes a conflict of interest exists or that a potential conflict may arise, the partner should notify their principal contact at Manhattan Associates.

#### Antitrust and Fair Competition

Our partners must not enter into formal or informal agreements that violate applicable antitrust or competition laws of the countries in which they do business. While these laws vary by country, they typically prohibit making agreements with competitors to fix prices, divide markets or customers, or engage in other activities that unfairly or unreasonably restrict competition. Our partners must comply with all applicable laws and regulations governing fair trade and competition.

#### Human Rights; Modern Slavery and Human Trafficking

We support and defend human rights, including by upholding the fundamental principles provided in the United Nations Universal Declaration of Human Rights adopted by the United Nations General Assembly in 1948. Conduct we prohibit in our business, and expect our partners to prohibit in their businesses, includes:

- Use of child labor
- Torture or other cruel treatment
- Unreasonable working conditions
- Violation of applicable wage and working hour requirements
- Slavery and human trafficking

We condemn, and expect our partners to condemn, any form of slavery or human trafficking in any part of our business operations. Examples include (i) holding another person in slavery or servitude, (ii) requiring another person to perform forced and compulsory labor, and (iii) arranging or facilitating another person's travel for exploitation purposes.

#### Nondiscrimination and Antiharassment

Manhattan Associates is committed to providing equal opportunity to all qualified individuals and to prohibiting any form of harassment, including harassment related to an individual's background, characteristics, or legally protected status, such as race, color, sex, gender, religion, age, national origin, handicap, disability, citizenship status, veteran status, or any other status protected by applicable law. Manhattan Associates expects our partners to provide a workplace free from discrimination or harassment, as appropriate under local laws.

#### International Trade Regulation

We require that our partners comply with all applicable laws and governmental rules and regulations governing the import or export of our software and related technology, including U.S. export and re-export. Our partners must know with whom they are dealing and must not engage in or facilitate business with entities or individuals with whom conducting business is prohibited

by applicable law. Our partners must not engage in any boycott of U.S. businesses or countries friendly to the U.S.

#### Inside Information and Securities Trading

Partners of Manhattan Associates must not use or permit other persons, including employees, to use material nonpublic information obtained through their relationship with us for personal gain. Material nonpublic information may include information pertaining to Manhattan Associates or our customers, customer prospects, or other business partners. Partners that possess or have access to material nonpublic information obtained through their relationship with us must ensure that neither they nor their employees who have access to that information trade in the securities of Manhattan Associates or any other company to which that information relates. Trading in securities while possessing material nonpublic information, or enabling others to do so, exposes those involved to potentially severe civil and criminal liability.

Material information includes any information that a reasonable investor would consider important in a decision to buy, hold, or sell securities. Our partners must comply fully with applicable U.S. and other laws and regulations governing transactions involving our securities.

#### Protection of Confidential Information

Our partners must protect from unauthorized disclosure confidential information obtained from or through Manhattan Associates and must not misuse confidential information, such as for personal gain or in a manner inconsistent with the limited uses permitted by any agreements or other understandings we may have with our partners. In particular, our partners must not use confidential information concerning contemplated future functionality of Manhattan Associates software to develop or enhance competing software or otherwise use that information to Manhattan Associates' detriment.

#### Intellectual Property

Our partners must use Manhattan Associates' intellectual property, including trade names and trademarks, copyrights, trade secrets, patents, and software only as we expressly permit in an applicable partnering or licensing agreement. Our partners must not misappropriate or infringe the intellectual property rights of others. We expect our partners to notify us if they become aware of any unauthorized use of our intellectual property by them or a third party.

#### Reporting Concerns and Seeking Guidance

Our partners should contact their designated Manhattan Associates representative, or our Chief Legal Officer, regarding any questions concerning this Code or its application. Inquiries and reports sent via postal mail should be directed to the following address:

Chief Legal Officer  
Manhattan Associates, Inc.  
2300 Windy Ridge Parkway, Tenth Floor  
Atlanta, Georgia 30339  
United States of America