

## Partner Policy

Since we founded Hacking Team, we have understood the power of our software in law enforcement and intelligence investigations. We also understand the potential for abuse of the surveillance technologies that we produce, and so we take a number of precautions to limit the potential for that abuse.

We provide our software only to governments or government agencies. We do not sell products to individuals or private businesses. We do not sell products to governments or to countries blacklisted by the U.S., E.U., U.N., NATO or ASEAN. We fully comply with dual use and export controls called for in the nineteenth plenary meeting of the Wassenaar Arrangement.

We monitor the international geopolitical situation, and we review potential customers before a sale to determine whether or not there is objective evidence or credible concerns that Hacking Team technology provided to the customer will be used to facilitate human rights violations. We have established a panel of technical experts and legal advisors, unique in our industry, that reviews potential sales.

Similarly our partners and potential partners must understand and be sensitive to issues around the sale or reselling of our software to government, and we ask partners to strictly adhere to our Partner Policy. The objective of this Partner Policy is to assure the best relationships with our partners or potential partners and to assure that the process from the beginning of our relationship is a smooth one.

Partners and potential partners must sign our *Non Disclosure Agreement (NDA)* and return it to Hacking Team before we exchange information, demonstrate our solution or provide details that are not public information. This protects proprietary information of both the partner and HT to the mutual benefit of each. HT will also require an NDA from each end-user customer introduced by the partner to HT. The partner will assure that the end-user signs the NDA.

Because HT has signed Non Disclosure Agreements with all end-users and customers, HT cannot disclose to the partner the name of any existing HT customer. The partner must begin by disclosing the name of their potential end-user (agency name, department, unit, etc.). HT will send to partner questionnaires for the evaluation of the opportunity and the partner. HT will then evaluate to determine whether the partner can manage that potential end-user on behalf of HT.

If authorized to proceed with an end-user relationship, then the partner can organize a meeting with the end-user and arrange for a demonstration of the HT system. Demos can be done at the end-user premises, at a partner office or at an HT office. When demos are conducted in the partner office or at an HT office, a government-issued ID (passport, ID, etc.) for each government attendee will be required before HT can perform the demo.

Because of the nature of our software, HT will assist partner and must be continually involved and informed of progress in the sales process and after system delivery. If requested and once a first meeting with end-user or a demo has been conducted, the partner will receive from HT a *Dealer Authorization Letter*. The partner will keep HT informed of the purchasing process from the customer locally. The partner will inform the end-user that the *End-User License Agreement* and the *End-User Statement* must be signed by the end-user.

Partners may act as resellers buying systems from HT and reselling them to an end-user and applying a mark-up. Or partners may be consultants facilitating sales from HT directly to end-users and receiving a compensation for the sale. Whether the partner acts as a reseller or a broker, partner will provide HT with end-user requirements so that HT can prepare and issue a specific proposal for that end-user.

If the partner acts as a reseller, the partner must agree to and sign the HT *Proposal* and the *General Terms & Conditions*, and will send his proposal to the end-user including terms and conditions substantially and materially consistent with HT proposal. Any reseller mark-up applied will be set in agreement with HT. After the first sale and in case of future sales to multiple end-users, HT and partner can proceed in the signature of a *Dealer Agreement*.

If the partner acts as a consultant, meaning that HT will sell directly to the end-user, HT and the partner will sign the *Consultancy Agreement*. In this case, HT will issue the proposal directly to the end-user including the compensation for the consultant.