

H3C PARTNER CODE OF CONDUCT

I. Introduction

At H3C, we work collaboratively with our Partners to conduct business with passion for our products and customers, respect for individuals, and uncompromising integrity in our business dealings. References in this Code of Conduct to H3C products include H3C service offerings as well as hardware and other products.

To meet these objectives, H3C expects its Partners to maintain the highest standards of business ethics; become familiar with and comply with all laws that are relevant to their H3C Partner status, including the extraterritorial laws that govern the conduct of H3C, such as the United States Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act, and similar anti-corruption laws of other countries where the Partner does business or which otherwise apply to the Partner; and stay abreast of all legal and regulatory changes that are relevant to their H3C Partner status. Further, H3C requires that H3C Partners (1) implement effective business controls that prevent and detect unlawful conducts; (2) comply with and agree to contractual provisions that require strict adherence to all applicable anti-corruption laws and other laws that are relevant to their H3C Partner status and their H3C Partner business (3) grant H3C audit rights to review the Partners' compliance with such laws relevant to their H3C partner status; (4) to the extent they become aware, report to H3C actual or potential violations of this Partner Code of Conducts or applicable laws involving H3C products by their employees and representatives, as well as actual or potential violations of H3C' s Standards of Business Conduct, this Partner Code of Conduct, and applicable laws by H3C' s employees and representatives ; and (5) provide certification of their compliance with these laws and complete all related H3C training and due diligence modules as and when requested by H3C.

Although H3C recognizes the different legal and cultural environments in which its Partners operate throughout the world, H3C partners must comply with the fundamental legal and ethical principles described in this Partner Code of Conduct. This Partner Code of Conduct is applicable to H3C Partners, their employees, temporary employees and independent contractors. An H3C partner is any party selling H3C products, including distributors, resellers, agents, and any other party to a H3C partner or channel agreement. An H3C Partner also includes any party providing services directly or indirectly to H3C in support of H3C business, such as system integrators, logistics companies and other service providers to H3C supporting H3C business with its customers. A breach of this Partner Code of Conduct will be considered a breach of the Partner' s contract with H3C and may lead to termination of the business relationship with H3C.

II. Compliance with Laws

1. Competition Laws

H3C Partners must comply with laws and regulations governing fair trading and competition that are relevant to their H3C Partner status. In addition to adherence to applicable local laws, H3C Partners may not discuss or enter into a formal or informal agreement with any competitor about any of the following: (a) price; (b) matters affecting price; (c) production levels; (d) inventory level; (e) bids; or (f) division of sales territory, products, customers or suppliers. In specific jurisdictions where such conduct is unlawful, H3C Partners may not

interfere with the right of other resellers to freely determine their resale price of products, limit a reseller's right to sell products, or condition the sale of products on an agreement to buy other products.

H3C Partners may only use legal means to gather information about manufacturers or sellers of products that compete with H3C's products.

2. Anti-Corruption Laws

H3C policy prohibits offers or payments of bribes, kickbacks or gifts to win or retain business or to influence a business decision. H3C's Partners, therefore, are prohibited from offering or providing money or anything of value, either directly or indirectly, by employees or through other parties to any person with an intent to obtain or retain business or otherwise gain an improper business advantage. In addition, H3C Partners must comply with specific applicable local laws related to gifts to and entertainment of commercial entities and government officials. For example, all gifts, favors, or entertainment to federal, state, or local government officials in the United States and some other countries, regardless of intent, are strictly prohibited by applicable laws and regulations; and H3C Partners are expected to comply with such laws.

Equally important under applicable anti-corruption laws is the necessity for accurate and complete books and records to be maintained regarding sales of H3C products and all transactions relevant to H3C Partner status. False and misleading accounting practices, slush funds and similar financial practices are prohibited by H3C Policies and may violate applicable laws. To be clear, H3C employees and H3C Partners must not engage in any misleading, inaccurate or falsification of any type of transactional documentation relevant to H3C Partner business. H3C Partners should refuse any request by any H3C employee to create misleading, inaccurate or false documentation, including to "park funds" or designate a particular use for funds with knowledge that the funds are not actually intended to be used as designated; any such requests should be reported to H3C through one of the methods specified at the end of this Code of Conduct.

H3C Partners must refrain from contracting with any entity or individual on H3C's behalf that engages in, or is suspected of engaging in, bribes, kickbacks, or other similar improper or unlawful payments. As an example, H3C Partners can comply with this requirement by adopting third party due diligence procedures. H3C Partners must also require all of their contractors and representatives to abide by ethics and compliance standards which are no less stringent than those embodied in the H3C Partner Code of Conduct.

H3C Partners may not offer facilitation payments for routine government actions, even where permitted by the FCPA or local laws.

H3C prohibits H3C Partners, or their representatives or employees, from offering or providing cash or non-cash gifts, kickbacks or entertainment to any H3C employee for any improper purpose, such as influencing him or her to take a course of action. H3C employees are similarly prohibited from soliciting such items. This prohibition extends to immediate family member of both H3C Partner employees or representatives and H3C employees.

3. Government Sector Sales Rules

H3C partners must become familiar with, track, understand and comply with all laws and regulations relating to sales to government entities as government sector customers that are relevant to their H3C Partner status.

4. International Trade Law

H3C partners must become familiar with and, when transacting business as an H3C Partner, comply with economic sanctions and trade embargoes imposed or approved by the United States Government.

Further, H3C Partners must become familiar with and comply with relevant laws and regulations in the United States and in applicable local foreign jurisdictions, including United States anti-money-laundering laws, import and export laws and regulations, and laws and regulations involving customs and taxation.

5. Intellectual Property Laws

H3C Partners must not infringe H3C's trademarks and other intellectual property rights. H3C partners are also prohibited from infringing on the intellectual property rights of third parties in any manner relevant to their H3C partner status. In particular, H3C Partners may not be engaged in the production, distribution, storage or sale of counterfeit H3C products or any third party product that infringe upon H3C's intellectual property (including H3C trademarks). Any breach hereof as determined by H3C based on its sole discretion as a result of information gained by any means (including its own investigative efforts, by its agents or by any law enforcement or investigative agency) will constitute a material breach, and entitle H3C to exclude Partner from any H3C channel programs, deprive Partner of any benefits earned under such programs, and/or alter discounts,

6. Environmental Laws

H3C expects H3C Partners to conduct their operations in ways that are environmentally responsible and in compliance with all environmental laws, regulations and standards that are relevant to their H3C Partner status.

7. Human Rights, Labor Laws, and Fair Labor Practices

H3C Partners must comply with all health and safety regulations, laws upholding the rights of persons with disabilities, labor laws, and fair labor practices that are relevant to their H3C Partner status. Specifically, H3C requires H3C Partners to comply with the local minimum wage and maximum working hours requirements, and prevent the use of forced, involuntary prison, bonded, or indentured labor. Forced or involuntary prison labor refers to situations in which laborers are required by the sentence to work without compensation. Indentured labor refers to situations in which an employer forbids workers from freely and voluntarily leaving employment. Bonded labor refers to situations in which employees work to pay a debt, which is often incurred by another person, offering the worker's labor in exchange. Other forms of forced labor include situations in which labor contracts impose unreasonable legal or practical limitations on the workers' ability to leave their employment.

Child labor is not to be used. The term "child" refers to any person employed under the age of 15 (or 14 where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace

apprenticeship programs, which comply with all laws and regulations, is supported. Workers under the age of 18 should not perform hazardous work and may be restricted from night work with consideration given to educational needs.

Finally, H3C Partners must never discriminate based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity, religion, disability, union membership, marital status, or political affiliation.

III. Adherence to Honest and Fair Marketing and Sales Practices and Compliance with Contracts

1. Marketing and Sales Practices

H3C Partners' marketing and sales practices must reflect a commitment to honest and fair dealings with their current and potential customers. H3C Partners must not engage in any misleading or deceptive practices.

2. Advertising Standards

If a H3C Partner is, with H3C's prior written approval, engaged in any advertising, marketing, or promotional activities that reference or implicate H3C, its name, logo, or service in any manner, the advertising, marketing, or promotional materials must comply with all laws, rules, and regulations, and must be truthful and accurate. Advertising, marketing or promotional materials may not be false, misleading, or have a tendency to deceive, and all claims in advertising, marketing, or promotional materials must be substantiated by adequate supporting documentation. All H3C Partners' advertising must clearly disclose the materials terms and limitations of advertised offers.

H3C Partners may not misrepresent products, services, and prices, or make unfair, misleading, inaccurate, or false claims about, or comparisons with, competitor offerings.

3. Conflicts of Interest

H3C partners must avoid engaging in any business activity that would create a conflict between their interests as an H3C Partner and H3C Partner's separate duty or obligation to provide independent advice to a Customer regarding the products or services to be procured. In order to avoid the actual, potential or apparent conflict of interest situations, H3C Partners are not authorized to operate as an agent partner or to collect an agent commission or fee, or other type of compensation from H3C, where the H3C Partner is under a separate duty or obligation to provide independent advice to a Customer regarding the products or services being procured. If a Partner believes that there exists a conflict of interest, or that a potential conflict of interest may arise, the Partner should report all pertinent details to a designated H3C representative.

H3C employees are required to comply with H3C's Standards of Business Conduct. The selection of H3C Partners is based on the quality of their services and their business integrity. H3C holds its employees to high ethical standards and requires them to avoid engaging in any activity that involves even the appearance of impropriety or conflict of interest. H3C Partners must not ask for or encourage H3C employees to violate the provisions of H3C's standards of Business Conduct.

IV. Compliance and Risk Management System

1. Business Controls

H3C Partners must maintain effective business controls that are capable of preventing and detecting unlawful conduct by their employees and counterparties. At a minimum, an effective business controls program should contain the following components: (i) periodic risk assessments that lead to adjustments in their business controls that take into account the current risk environment; (ii) a commitment to legal compliance, ethics, environment, occupation health and safety, commercial practices, and labor programs (the Electronic Industry Code of Conduct (EICC) is encouraged as model for this Code of Conduct); (iii) a designated company representative(s) responsible for overseeing and implementing their legal compliance, ethics, environment, occupational health and safety, commercial practices, and labor programs; and (iv) clearly communicated mechanisms for employees to report misconduct or seek guidance without fear of retaliation.

2. Investigates and H3C's Ongoing Monitoring of the H3C Partners' Compliance

H3C Partners must, consistent with applicable laws and contractual obligations, provide reasonable assistance to any investigation by H3C of a violation of this Partner Code of Conduct or of a violation by a H3C employee of H3C's Standards of Business Conduct if related to the H3C Partner's business or applicable laws relevant to their H3C partner status, and to allow H3C reasonable access to all documentation concerning the H3C Partners' compliance with his Partner Code of Conduct and laws applicable to their sale and distribution of H3C products.

H3C Partners should contact H3C if they have any questions about this Partner Code of Conduct. H3C Partners also must report to H3C any conduct of their employees and representatives, as well as any conduct of H3C's employees and representatives, that is believed in good faith to be an actual, apparent, or potential violation of this Partner Code of Conduct, H3C's Standards of Business Conduct, or applicable laws relating to the sale or distribution of H3C products. Reports will be handled as confidentially as possible. Report should be made to the Partner's designated H3C's designated H3C representative, to h3c.compliance@h3c.com, by telephone to Guideline at 400-826-0732, mail: 466 Changhe Road, Binjiang District, Hangzhou ,ethics and Compliance Office (zip code: 310052).