

Nintex Group – Global Anticorruption Policy

Nintex Global Ltd (“Nintex” or the “Company”) is committed to conducting its business with the highest of ethical business standards. The Company’s reputation for integrity and fair dealing is of utmost importance. As such, the Company is committed to complying with all applicable anticorruption and antibribery laws in wherever we operate.

Compliance with this Policy is a mandatory requirement of your employment or relationship with Nintex. If you fail for any reason to follow the directives set out in this Policy, you may be subject to disciplinary action up to and including dismissal or termination.

Each officer, director, employee and agent of the Company and each of its subsidiaries and affiliates, as well as each shareholder of any such entity who is acting or may act on behalf of same, is required to confirm compliance with this Global Anticorruption Policy (the “Policy”) by executing the Confirmation of Compliance attached hereto as Appendix B.

This Policy is managed by the Chief Legal Officer (“CLO”).

Bribery is the offer or acceptance of anything of value which is, or may be perceived to be, expected to unduly influence the performance of the receiver’s duties.

Corruption is the misuse of entrusted power for private gain.

Facilitation payments are payments to public officials in order to speed up service or gain improper advantage, and are a form of Bribery.

You must at all times act in accordance with the following directives:

- **Do not** offer or accept bribes;
- **Do not** offer or agree to make facilitation payments;
- **Do not** offer or accept gifts or hospitality where any undue influence may be perceived;
- **Do not** offer or accept **any** gifts or hospitality to or from **public officials**;
- **Do** behave honestly, be trustworthy and set a good example;
- **Do** make a clear distinction between the interests of the Company and your private interests to avoid any conflict of interest, and if such conflict does arise you should report it to Senior Management immediately;
- **Do** ensure that any community support, sponsorship and charitable donations do not constitute bribery, and if in doubt you should consult Senior Management;
- **Do** keep accurate and detailed records of all business expenses and promptly submit them to the Finance team;
- **Do** be vigilant and look for “red flags” when dealing with third party intermediaries;
- **Do** report all violations, incidents, risks and concerns related to this Policy to the CFO or GC. It is the Company’s strict policy to not retaliate against any employee or third party for reporting any actual or potential misconduct. The Company highly encourages such reporting.

Third party intermediaries “red flags” checklist:

Company personnel should be particularly alert to any “red flags” that may be encountered during due diligence or in transactions with third party intermediaries. “Red flags,” as discussed in more detail below, can arise with any third party intermediaries involved with the Company’s foreign business operations, but arise more frequently in dealings with joint venture partners and foreign agents (such as promoters, sales agents or consultants). The basic rule is simple: **a red flag cannot be ignored, it must be addressed.**

“Red flags” can arise at any stage of a transaction – during due diligence, during contract negotiations, in the course of operations, or at termination. “Red flags” that do not present serious issues at one stage of a transaction or relationship may pose significant liability risks when they appear at a different stage or in combination with a different overall set of facts. Thus, the significance of “red flags” must be considered in context rather than in isolation. All “red flags” must immediately be investigated and appropriately addressed. If you become aware of facts that may be “red flags” but are not sure how to respond to them, you should immediately contact the CFO or General Counsel’s Office.

The following are some “red flags” that frequently arise with third party intermediaries:

- A reference check reveals the third party’s flawed background or reputation;
- The transaction involves a country known for corrupt payments;
- The third party is suggested by a government official, particularly one with discretionary authority over the business at issue;
- The third party objects to Anticorruption Law representations in Company agreements;
- The third party has a close personal or family relationship, or a business relationship, with a government official or relative of an official;
- The third party requests unusual contract terms or payment arrangements that raise local law issues, such as payment in cash, payment in another country’s currency, or payment in a third country;
- The third party requires that his or her identity or, if the third party is a company, the identity of the company’s owners, principals or employees, not be disclosed;
- The third party’s commission exceeds the “going rate” or must be paid in cash;
- The third party indicates that a particular amount of money is needed in order to “get the business” or “make the necessary arrangements”;
- The third party requests that the Company prepare or accept false invoices or any other type of false documentation; or
- The third party requests payment in a third country (i.e., not where services are rendered, or where the third party resides), or to an account in another party’s name.

Appendix A – Legislative Context

I. OVERVIEW OF ANTICORRUPTION LAWS (FCPA, UKBA, Australia Criminal Code Act)

A. The FCPA

The FCPA has two major components: (1) the antibribery provisions and (2) the accounting and recordkeeping requirements. The first component applies directly to the Company's business activities conducted in the United States and abroad. The FCPA's antibribery provisions prohibit a U.S. company or its employees or representatives from giving, paying, promising, offering, or authorizing the payment or provision of "anything of value", directly or indirectly through a third party, to any "foreign official" (a broad term whose scope is discussed in Section D below) to influence that official to help the Company, or any other person, obtain or keep business. The FCPA bars payments even if: (1) the benefit is for someone other than the party making the payment; (2) the business sought is not with the government; (3) the payment does not work and no business is awarded; or (4) the foreign official initially suggested the payment.

The second component of the FCPA, the accounting and recordkeeping provisions, applies only to "issuers" that have a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and those required to file reports pursuant to Section 15(d) of the Exchange Act (hereinafter "**Issuer Companies**"). The FCPA accounting and recordkeeping provisions require Issuer Companies to keep accurate and complete records of the financial transactions in which they engage. **While not currently an Issuer Company, Nintex is committed to keeping such records and complying with the accounting and recordkeeping provisions of the FCPA.**

Compliance with the FCPA must be undertaken on a case-by-case basis and can be complex. Employees should not try to solve FCPA problems on their own. If a question arises regarding any improper payment related issue, please consult immediately with the CFO or General Counsel's Office. Additional information regarding compliance with the FCPA can be found in *A Resource Guide on the U.S. Foreign Corrupt Practices Act*, Criminal Division of the U.S. Department of Justice and Enforcement Division of the U.S. Securities and Exchange Commission (November 14, 2012), available at <http://www.justice.gov/criminal/fraud/fcpa/guide.pdf>.

B. The UKBA

The UKBA contains three key provisions that prohibit the providing of things of value with intent to improperly influence the recipient. First, Section 1 of the UKBA, known as a prohibition on "active bribery," prohibits the offering, promising, or providing of things of value to **any person**, directly or indirectly, with intent to induce another to not act with good faith, impartiality, or abuse a position of trust, or, reward such improper action.

Second, Section 2, known as a prohibition on "passive bribery," prohibits the requesting, agreeing to receive, or acceptance of an improper payment of anything of value.

Third, Section 6 of the UKBA, like the FCPA, creates an offense for providing improper payments to foreign public officials. An offense is committed even if the foreign public official takes no action or does not accept the bribe.

Compliance with the UKBA must be undertaken on a case-by-case basis and can be complex. If a question arises regarding any improper payment related issue, please consult immediately with the CFO or General Counsel's Office.

C. Section 70.2 of Australia's Criminal Code Act

Under Section 70.2 of the Criminal Code Act 1995, it is illegal to provide a "benefit" to the foreign public official if (1) the person provides a benefit to another person, offers or promises to provide a benefit to another person, or causes a benefit to be provided, offered or promised to another person; (2) the benefit is not legitimately due to the other person; and (3) the act was carried out with the intention of influencing a foreign public official (who may or may not be the other person) in the exercise of the official's duties as a foreign public official in order to obtain or retain business or obtain or retain a business advantage which is not legitimately due.

A "benefit" is any advantage and is not limited to property. A benefit can be a non-monetary or non-tangible inducement. It does not need to be provided or offered to the foreign public official, it can be provided or offered to another person. A benefit can also be provided or offered by an agent.

D. Who Is a Foreign Official?

The phrases "foreign official" and "foreign public official" are defined broadly under the Anticorruption Laws, most importantly and expansively by the FCPA. As such, the Company will primarily abide by the FCPA's definition of "foreign officials" when determining whether an individual is a foreign official. Please note that other sources of information or different laws may refer to "foreign officials" as "foreign government officials," "foreign public officials," or just "government" or "public" officials. For the purpose of this Policy, these terms/phrases are interchangeable.

Foreign officials include all paid, full-time employees of a government department, agency (whether in the executive, legislative, or judicial branches of government and whether at the national, provincial, state, or local level), or instrumentality. Foreign officials include part-time workers, unpaid workers, individuals who do not have an office in a non-U.S. government facility, and anyone acting under a delegation of authority from a non-U.S. government to carry out government responsibilities.

Foreign officials also include officers and employees of companies or entities which have government ownership or control, such as state-owned enterprises and government-controlled universities, hospitals, telecommunications, oil, port or customs authorities, or utility companies. Any questions about an individual's potential government status should be raised with the CFO or General Counsel's Office.

It is important to note that the Anticorruption Laws prohibit payments to individual "foreign officials." *Bona fide* payments to a government entity are not prohibited under the Anticorruption Laws unless the Company has some reason to know that the payment will actually end up in the hands of an individual official. For example, if a Nintex foreign office is required to pay certain taxes or fees for business licenses to a foreign government entity, such payments to the foreign entities would not be prohibited under the Anticorruption Laws so long as the funds do not end up in the hands of any individual foreign official.

E. Prohibited Payments

The Anticorruption Laws prohibit offering, promising, or giving "anything of value" to a foreign official to get or keep business or secure any advantage. Additionally, while the UKBA prohibits improper payments to foreign officials, it also prohibits the provision of anything of value to purely private parties, and thus, any person (*i.e.* including non-government officials), if the provision was intended to induce the private party to not act in good faith, impartially, or otherwise abuse a position of trust. Thus, improper provisions under the Anticorruption Laws are not limited to cash payments to foreign officials. On the contrary, gifts, entertainment, excessive business promotional activities,

covering or reimbursing expenses of foreign officials, in-kind or political contributions, investment opportunities, subcontracts, stock options, and similar items provided to **any person** are all things of value that can violate the Anticorruption Laws.

The FCPA and Australian Criminal Code also contain a narrow exception that allows for “facilitating payments,” which are payments of a nominal amount made to ensure non-discretionary governmental actions, such as processing visas or business permits. The exception does not cover payments made to induce a government official or employee to ignore his or her lawful duty or to exercise discretion in the award of business. Despite this exception, and because facilitating payments are prohibited under the UKBA, **it is against Company policy to make facilitating payments** (unless the health or safety of an employee is at risk). If you have any question whether a payment qualifies as a facilitating payment or whether an exception may be granted from this Policy to make a facilitating payment, contact the CFO or General Counsel’s Office.

F. Permissible Payments

The five sections below provide limited exceptions to the general prohibition against providing anything of value to a foreign official or a private person for an improper purpose. If you have any doubt whether a payment falls within these exceptions, consult with the CFO or General Counsel’s Office prior to engaging in the transaction.

1. Gifts

While it is customary in many parts of the world to occasionally give gifts to customers and other parties that have a business relationship with the Company, **it is against Company policy to provide any gift to a foreign official**. For persons other than foreign officials, gifts of a nominal nature may be provided: (a) the gift is not given to obtain or retain business or gain an improper advantage; (b) the gift is lawful under the written laws of the country where the gift is being given; (c) the gift constitutes a bona fide promotion or goodwill expenditure; (d) the gift is not in the form of cash; (e) the gift is of nominal value (on an individual and aggregate basis); and (f) the gift is accurately recorded in the Company’s books and records. While no dollar amount is specified under the Anticorruption Laws, in general, no gift with a value of more than \$50USD should be given by a Nintex employee or third party working on behalf of the Company to any person without prior review and written approval by the CFO or General Counsel’s Office. For a gift with a value of \$50USD or less, prior written approval needs to be obtained only from the employee’s supervisor. For Company promotional or advertising items with a value of less than \$50USD, such as pens or coffee mugs, no approval is necessary. The number of items given, however, must be reasonable and the gift must otherwise abide by the above-described requirements. If you have any questions regarding the provision of gifts to any person, contact the CFO or General Counsel’s Office.

2. Business Expenses for Foreign Officials

The Anticorruption Laws permit companies, including Nintex, to provide certain types of entertainment and travel to foreign officials provided that such entertainment and travel expenses are: (a) bona fide and related to a legitimate business purpose (*i.e.*, not provided to obtain or retain business, gain an improper advantage, or intended to influence the individual official in the performance of his/her duties); (b) reasonable in amount; and (c) legal under the written laws of the foreign official’s home country.

For all meals and entertainment for foreign officials that otherwise adhere to the above-described requirements but have a value exceeding \$50USD per person, prior written approval must be obtained from the CFO or General Counsel’s Office.

For **ALL** travel and travel-related expenses, written pre-approval is required by the CFO or General Counsel's Office prior to any travel-related expenditure for foreign officials.

3. Business Expenses for Private Parties

While the FCPA contains no prohibition on provisions of things of value to purely private persons, Section 1 of the UKBA, on the other hand, prohibits the provision of anything of value to any person, including private, commercial parties, if it is intended to induce conduct that amounts to a breach of an expectation that the receiving party would act in good faith, impartially, or otherwise abuse a position of trust. **All expenditures on private persons must be reasonable and customary and must not raise an inference that such provisions were provided in order to improperly influence the private person to not act with good faith.** Whether a provision amounts to an inducement to not act in good faith, impartially, or abuse a position of trust, is determined by analyzing whether the conduct would be considered a violation by a reasonable person.

4. Political Contributions

The Company reserves the right to communicate its position on important issues to elected representatives and other government officials. It is, however, always Nintex's policy to comply fully with all local state, federal, foreign, and other applicable laws, rules, or regulations regarding political contributions. No Company funds, facilities, or services of any kind may be paid or furnished to any candidate or prospective candidate for non-U.S. public office, to any non-U.S. political party, or to any non-U.S. political initiative, referendum, or other form of political campaign, unless explicitly permitted by applicable laws. Any such contribution must be pre-approved in writing by the CFO or General Counsel's Office.

5. Charitable Contributions

- Nintex is committed to improving and promoting the interests of the communities in which it conducts business operations. Those working on Nintex's behalf may provide charitable donations only to not-for-profit *bona fide* charitable organizations. However, no charitable donation may be made for the purpose of inducing any individual or entity to purchase, lease, recommend, use, or arrange for the purchase or lease of a Nintex product or service. Prior approval of the CFO or General Counsel's Office must be obtained before any charitable donation is made.

G. Third-Party Intermediaries (e.g., resellers, distributors, sales agents, consultants, etc.)

1. Liability

The Anticorruption Laws establish liability for improper provisions made indirectly to a foreign official or private person, as well as payments made directly. The Company and individual directors, officers, or employees may be liable for a payment made by a third party intermediary, such as a joint venture partner, agent, or consultant, if the Company makes a payment or transfers other value to that third party "knowing" that it will be given to a government official or private party. Under the FCPA, firm belief that the third party intermediary will pass through all or part of the value received from the Company to a government official, or an awareness of facts that create a "high probability" of such a pass-through, also constitute knowledge under this law. As such, third party intermediaries must be investigated, also known as conducting due diligence, prior to their engagement with the Company to ensure their commitment to compliance with the Anticorruption Laws.

2. Due Diligence, Red Flags

As noted above, Company employees should conduct due diligence on third party intermediaries prior to their engagement. Before entering into, or renewing any agreement with, or compensating a foreign third party intermediary, employees should perform an analysis of that party's reputation for, and history of, legal compliance, particularly with respect to the Anticorruption Laws. The third party's qualifications should be determined and documented and employees should consult the CFO or General Counsel's Office should they have any questions on such a process.

Company personnel should be particularly alert to any "red flags" that may be encountered during due diligence or in transactions with third party intermediaries. "Red flags," as discussed in more detail below, can arise with any third party intermediaries involved with the Company's foreign business operations, but arise more frequently in dealings with joint venture partners and foreign agents (such as promoters, sales agents or consultants). The basic rule is simple: a red flag cannot be ignored, it must be addressed.

"Red flags" can arise at any stage of a transaction – during due diligence, during contract negotiations, in the course of operations, or at termination. "Red flags" that do not present serious issues at one stage of a transaction or relationship may pose significant liability risks when they appear at a different stage or in combination with a different overall set of facts. Thus, the significance of "red flags" must be considered in context rather than in isolation. All "red flags" must immediately be investigated and appropriately addressed. If you become aware of facts that may be "red flags" but are not sure how to respond to them, you should immediately contact the CFO or General Counsel's Office.

The following are some "red flags" that frequently arise with third party intermediaries involved in non-U.S. operations:

- A reference check reveals the third party's flawed background or reputation;
- The transaction involves a country known for corrupt payments;
- The third party is suggested by a government official, particularly one with discretionary authority over the business at issue;
- The third party objects to Anticorruption Law representations in Company agreements;
- The third party has a close personal or family relationship, or a business relationship, with a government official or relative of an official;
- The third party requests unusual contract terms or payment arrangements that raise local law issues, such as payment in cash, payment in another country's currency, or payment in a third country;
- The third party requires that his or her identity or, if the third party is a company, the identity of the company's owners, principals or employees, not be disclosed;
- The third party's commission exceeds the "going rate" or must be paid in cash;
- The third party indicates that a particular amount of money is needed in order to "get the business" or "make the necessary arrangements";
- The third party requests that the Company prepare or accept false invoices or any other type of false documentation; or
- The third party requests payment in a third country (i.e., not where services are rendered, or where the third party resides), or to an account in another party's name.

After due diligence is completed and any risks are mitigated, the third party intermediary's relationship with Nintex must be memorialized by a written contract and such contract must contain

appropriate Compliance with Anticorruption Laws language, including an annual certification confirming compliance with such laws.

H. Joint Ventures

Nintex is potentially liable for the activities of its joint venture partners, and of its joint venture entities themselves, whether it is a majority or minority owner or partner. In either case, the Company should monitor the venture's activities and ensure compliance with the Anticorruption Laws.

While all Company personnel must be a part of the compliance effort, directors and officers in foreign ventures may face issues appropriately presented to those in a management role, and must be prepared to address them. For example, as a minority partner, Nintex may not always have the power to stop an improper payment from happening. Nonetheless, the Company must take every step available to prevent such occurrences.

I. Accounting and Recordkeeping Requirements

As mentioned above, the FCPA imposes strict accounting, recordkeeping, and internal control requirements on Issuer Companies in their foreign operations. Although not an Issuer Company under the FCPA, Nintex is committed to maintaining accurate books and records of account. As a matter of Company policy, therefore, **Company personnel must accurately and completely describe all expenditures and should never inaccurately describe or seek to mischaracterize the nature or amount of a transaction.** All records relating to Anticorruption Laws compliance matters shall be maintained for a minimum of five years, and diligent efforts should be used to maintain original documents. Company personnel should never accede to requests for false invoices or for payment of expenses that are unusual, excessive, inadequately described, or otherwise raise questions under this Compliance Program. Moreover, Company personnel should ensure that all transactions are executed in accordance with management's authorization and that there are no off-book accounts or unauthorized payments. Maintaining such accounting, recordkeeping and compliance measures are very important to the Company as Nintex may be prosecuted under the FCPA and UKBA for not having a compliance program that reasonably prevents anticorruption in certain situations. Consult the CFO or General Counsel's Office if you have any questions or concerns regarding these requirements.

J. Penalties

The SEC and the DOJ share enforcement responsibility for the FCPA. The UKBA is generally enforced by the Serious Fraud Office of the UK government. Australia takes a multi-agency approach to fighting corruption.

1. Violations of FCPA

First, criminal penalties for violations of the FCPA's antibribery provisions can be quite severe. Corporations and other business entities are subject to a fine of up to \$2,000,000 per violation. Officers, directors, shareholders, employees, and agents are subject to a fine of up to \$100,000 per violation and imprisonment up to five years. Under federal criminal laws other than the FCPA, individuals may be fined up to \$250,000 or up to twice the amount of the gross gain or loss if the defendant derives economic gain from the offense or causes economic loss to another person.

The Attorney General or the SEC may bring a civil action for a fine up to \$10,000 per violation against any "issuer" as well as any officer, director, employee, or agent of a firm, or shareholder acting on behalf of the issuer, who violates the antibribery provisions.

Second, the FCPA's accounting provisions provide for penalties similar to those levied for most securities law violations, such as civil injunctive action or monetary penalties. Penalties for issuers typically range between \$50,000 and \$500,000.

Penalties for wilful violations are more severe. Individuals who wilfully violate the accounting provisions face fines up to \$5,000,000 per violation, imprisonment up to 20 years, or both. Issuers that wilfully violate the accounting provisions face fines up to \$25,000,000 per violation. Additional

information regarding the DOJ and SEC's enforcement actions can be found in A Resource Guide on the U.S. Foreign Corrupt Practices Act, Criminal Division of the U.S. Department of Justice and Enforcement Division of the U.S. Securities and Exchange Commission (November 14, 2012), available at <http://www.justice.gov/criminal/fraud/fcpa/guide.pdf>.

2. Violations of the UKBA

Individuals found guilty of providing or receiving improper provisions to foreign officials or private persons in violation of Section 1, 2 or 6 of the UKBA face up to 10 years in prison. Fines for individuals and companies may also be substantial, as there is no statutory limit to monetary penalties under the UKBA.

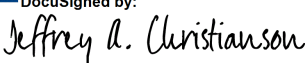
3. Violations of Australia's Criminal Code

The maximum penalty for an individual is 10 years imprisonment and/or a fine of 10,000 penalty units, that is, \$1.7 million Australian dollars.

The penalty for a corporate body can be a fine issued in penalty units or it can be a proportional penalty, calculated according to the value of benefits obtained from bribery, or the annual turnover of the company. If the value of benefits obtained through bribery can be ascertained, the penalty is 100,000 penalty units (\$17 million Australian dollars) or 3 times the value of benefits obtained, whichever is greater. If the value of benefits obtained through bribery cannot be ascertained, the penalty for a body corporate is 100,000 penalty units or 10% of the 'annual turnover' of the body corporate and related bodies corporate, whichever is greater.

The high penalties for foreign bribery reflect the seriousness of bribery and its consequences. In addition to criminal penalties, any benefits obtained by foreign bribery can be forfeited to the Australian Government under the Proceeds of Crime Act 2002.

Approved:

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Jeffrey A. Christianson
Chief Legal Officer