



Global Third Party Code of Conduct

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At Elastic, we recognize the foundational value that promoting an ethical business environment brings to all market participants. We are committed to always conducting our business ethically and expect nothing less from our third party providers. We strive to support a business environment that allows Elastic and all of our third party providers to continue to flourish — by acting honestly, being transparent, competing fairly and fully embracing those business conduct principles that know no boundaries.

This Global Third Party Code of Conduct applies to all vendors, contractors, consultants, agents, distributors, partners and any other third parties who provide Elastic with goods and services, along with their parent entities, subsidiaries, subcontractors and supply chains (together “third parties”).

Your obligation to comply with this Code is in addition to any agreement between you and Elastic in which you agree to provide goods or services to Elastic, and you are required, when requested by Elastic, to confirm your compliance in writing. If confirmation is not provided within thirty (30) days, it may be considered a breach of all agreements between you and Elastic.

If you have your own company code of conduct that substantially complies with this Global Third Party Code of Conduct, you may provide us with a copy of it and a certificate, signed by a duly authorized officer, that you have been in compliance with it.

As part of assessing our relationship with Third Parties, Elastic conducts - where appropriate - risk-based third party due diligence. Elastic expects third parties to provide complete and accurate information as part of those due diligence efforts, when requested. In addition, Elastic may conduct periodic assessments to ensure compliance with this Code and reserves the right to investigate any Third Party's non-compliance. If Elastic finds that a Third Party has breached this Code, it may require the Third Party to implement a remediation plan or, depending on the circumstances, reserves the right to terminate the relationship with the Third Party.

Ethics and Compliance

Ethical Dealings: You will always operate with honesty and integrity and will observe the highest ethical principles in working with us. You will avoid even the appearance or perception of conflicts of interest. You will be especially careful about extending business courtesies and will remember that it is never appropriate to give a gift or gratuity with the intent to influence a business or governmental decision or outcome. You will follow both the letter and the spirit of your organization's gift policies.

Compliance with Laws and Regulations: You will comply with all laws and regulations applicable to you in all locations where you do business.

Bribery and Corruption: You will be familiar and will strictly comply with all applicable laws and regulations on bribery, corruption, and prohibited business practices. You will not corruptly offer, promise, or make or agree to make any payments or gifts of money or anything of value, directly or indirectly, to anyone for the purpose of influencing decisions. Your business dealings will be accurately reflected in your books and records and you will implement procedures designed to prevent bribery, corruption, kickbacks and embezzlement.

International Trade and Export Controls

Compliance with International Trade Laws: You will strictly comply with all applicable laws and regulations governing the export, re-export, import, and transfer of goods, software, services, and technology in all countries where you operate or conduct business related to Elastic. This includes, but is not limited to, U.S. export control laws (such as the Export Administration Regulations), economic sanctions programs administered by the U.S. Office of Foreign Assets Control (OFAC), and similar laws and regulations of other relevant jurisdictions.

Prohibited Transactions and Restricted Parties: You will not, directly or indirectly, engage in any transactions involving Elastic products, services, or technology with or for the benefit of:

- Individuals, entities, or organizations designated on any applicable U.S. or other governmental restricted party lists (e.g., OFAC's Specially Designated Nationals and Blocked Persons List).
- Comprehensively sanctioned countries or regions. You are responsible for adhering to the most current restrictions, as this list is subject to change. Transactions with these locations are prohibited unless expressly authorized by applicable law and with prior written consent from Elastic.
- You will exercise due diligence to identify the ultimate end-users and end-uses of any Elastic products, services, or technology you handle.

End-Use and End-User Due Diligence: You will not facilitate any transaction if you know or have reason to believe that a violation of export control laws or sanctions will occur, or that Elastic products, services, or technology will be diverted to a prohibited end-user, end-use, or destination, including any involvement in the proliferation of weapons of mass destruction, terrorism, or unauthorized military activities.

Confidentiality

Protection of Confidential Information: You will protect confidential information related to Elastic, its customers, or business partners. This includes any non-public information, such as:

- Financials
- Intellectual Property
- Business Operations

- Personal Information

Sharing Confidential Information: You will refrain from sharing confidential information with unauthorized parties or disclosing it publicly. Before sharing any Elastic confidential information with your own business partners or prospective partners, you will ensure a written non-disclosure agreement or similar contractual confidentiality duty is in place.

Privacy and Data Protection

Responsible Data Access and Use: You will only access data strictly necessary for your engagement with Elastic and must use it solely for the business purpose for which it was collected. You will not use or disclose personal data for unrelated business purposes or for your own or others' benefit. These rules apply to sharing personal data both internally within your organization and with any other parties.

Use of Data in AI/GenAI Applications: Unless specifically instructed by Elastic, you will neither input any personal data into AI or GenAI applications nor attempt to extract any personal data from such applications.

Human Rights, Employment and Labor

Human Rights: You will treat all of your workers in a way consistent with the United Nations Universal Declaration of Human Rights. You will support and respect the protection of internationally proclaimed human rights and will not tolerate any human rights abuses within your organization and your supply chain.

Responsible Sourcing of Minerals: You adhere to the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict Affected and High-Risk Areas and ensure compliance with any related laws applicable to you.

Freedom of Association and Collective Bargaining: You respect the legal rights of employees to join or to refrain from joining worker organizations, including trade unions, and to bargain collectively. You are committed to fostering open communication between management and employees.

Compliance with Labor Laws: You will fully comply with all applicable laws intended to prevent human trafficking and modern slavery and will not use forced or involuntary labor of any type (e.g. slave, bonded, indentured or involuntary prison labor). All work arrangements between you and your workers must be voluntary, and they must be free to terminate employment at any time. You will not employ anyone if you have seen red flags that a prospective employee may be a victim of human trafficking. You will not use child labor. "Child" refers to any person under the minimum age for employment in your or any other jurisdiction where you do business. We support, however, the use of legitimate workplace apprenticeship programs which comply with all the laws and regulations applicable to such apprenticeship programs in all locations where you do business.

Wages and Benefits: You will comply with all applicable laws and regulations governing working hours and compensation and will provide legally mandated benefits. You will not exceed prevailing local work hours and will appropriately compensate overtime in line with applicable law. You will not force your employees to work more than the time allowable by applicable law.

No Discrimination: You are committed to fostering an inclusive workplace and do not tolerate discrimination in hiring or any other employment practice on the grounds of race, religion, national or ethnic origin, color, sex (including gender expression or identity, sexual orientation, and pregnancy), age, marital status, veteran status, genetic information or disability.

Health and Safety: You will provide your employees with a safe and healthy workplace with clean facilities meeting acceptable standards of workplace hygiene and emergency preparedness. You will effectively implement programs that encompass life safety, incident investigation, chemical safety, and ergonomics.

Respect and Dignity: You will treat all your employees with respect and will not use corporal punishment, threats of violence or other forms of coercion or harassment.

Environment

Compliance with Environmental Laws and Regulations: At a minimum, you will comply with all applicable environmental laws, regulations and standards, such as requirements regarding chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, and air emissions controls. You will obtain and keep current all required environmental permits, approvals, and registrations and will comply with their reporting obligations.

Environmental Protection: You are committed to mitigating environmental risks and responsibly managing our environmental impacts. Your decision-making processes will take into consideration potential adverse effects on the environment and the communities in which you operate.

Emissions Tracking and Reporting: We ask our vendors to actively manage their carbon emissions. We suggest identifying, managing, and reporting your Greenhouse Gas (GHG) emissions, in accordance with the GHG Protocol. Furthermore, we would encourage you to consider publicly committing to or setting science-based emissions reduction targets. Alignment with a global standard such as the Science Based Targets initiative (SBTi), consistent with the goal of limiting global warming to no more than 1.5°C, may be a key factor in strengthening our partnership as we work together to build a more sustainable value chain.

Reporting Concerns

If you become aware of any actual or potential violation of this Code, please report it to your relationship contact at Elastic or via Elastic Ethics and Compliance Hotline. If you suspect that an Elastic employee has been acting in less than full compliance with law or ethical business standards applicable to all of us at Elastic, then report your concerns via ethics@elastic.co or through Elastic's [Ethics and Compliance Hotline](#). We will maintain your confidentiality, and in most jurisdictions you will have an option to remain anonymous.