

## **ECSO Ethics and Compliance Charter**

This document is designed to set out the ECSO ethics and compliance rules and is complementing the previously approved document on “General rules and working guidelines for the participation, functioning and governance of ECSO Working Groups and Task Forces”, in accordance with ECSO Statutes and ECSO Bylaws.

These ethics and compliance rules should be reviewed by the Governance / Ethics Sub-Committee of the Financial Committee in coordination with the Communication Task Force and then approved by the Board.

It is aimed at allowing a smooth and effective operation of the working groups and to minimise delays and inefficiencies which allow the business of the ECSO WGs / TFs to be conducted promptly and with due diligence.

Particular attention should be given to the compliance with Competition Law. ECSO is, on one hand, an independent association and, on the other, it represents a platform for gathering information and experience exchange between its members who are bodies operating in the same cybersecurity sector in Europe.

ECSO and its members must be aware that EU Commission can fine both of them (i.e. ECSO and each ECSO members) up to 10% of the total turnover generated by them in the previous financial year for a breach of the Competition Law.

The competent ECSO officer manager must be informed by ECSO Secretariat and the representatives of ECSO members of any concerns which may arise in relation to the application of the Ethics and Compliance Charter (E&C Charter).

The E&C Charter and the amendments to the E&C Charter must be approved by the Board of Directors (“BoD”).

### **ECSO Vision**

- A thriving European Cyber Security market and ecosystem.
- Strong engagement between key stakeholders to support the implementation of cPPP objectives and the development of a European cybersecurity ecosystem according the following ECSO definition of EU cybersecurity:

*European Cybersecurity is our common science, knowledge, trustworthy processes, products, services and infrastructures to protect (in a sustainable way) our nations, industries / economies, citizens and institutions against damaging cyber-attacks while respecting our European Values.*

### **ECSO Mission**

- Work with committed stakeholders to define an environment that increases cybersecurity and counters threats in Europe.
- Promote the European Cybersecurity sector in general and the interests of the members of ECSO in particular.

- Work with all main stakeholders to define an environment that increases cybersecurity and counters threats but that is realistic, achievable and acceptable by the market.
- Implement strategy decisions and recommendations from the Association, Partnership Board and Strategy / Coordination Committee.
- Encourage the funding of research and development and of investments in EU cybersecurity in general, that result in a stronger European cybersecurity industry to guide cybersecurity in the direction which is of most value to the security of Europe, of its economy and the cyber security industry.

### **Ethical Principles (reminder from “ECSO WG general rules and working guidelines”)**

- The ECSO association exists to work in the interest of all members of ECSO.
- No agreement or engagement shall take place on competition issues that could be construed as breaching competition law.
- While working in ECSO, efforts shall be focused on the common interests of the cyber security community and not the interests of individual Members or group of Members.
- The general spirit shall be one of co-operation. Differences and rivalries between private companies, public institutions or professional organisations that may impair the effectiveness of the working groups shall, when possible, be resolved by consensus.
- Any issues or concerns with fairness should be raised immediately with the Board and discussed.
- The ECSO activities will strive for a maximum of transparency, democratic approach and representativeness as requested by the European Institutions and ECSO Members.

### **E&C Charter Purpose**

The primary purpose for the ECSO’s Ethics and Compliance Charter is to establish the behaviour expected by representatives from members or person of the ECSO Secretariat operating on behalf of or for ECSO.

- It guides the person in doing his or her job / task
- It protects the person from undue outside pressure
- It helps to explain the function of the job / task to others
- It helps the person interact with others
- It serves to establish the expectations in others’ minds
- It addresses the conduct of the volunteer within the association

### **The ECSO Ethics and Compliance Charter is composed by three parts:**

- A. ECSO Commitments to Integrity**
- B. The Ethics & Compliance (E&C) sub-committee of the Financial Committee**
- C. ECSO Code of Conduct**

### **A. ECSO Commitments to Integrity**

Commitment is key to the successful fulfilment of objectives and dedication to activities, guaranteeing achievement and declaring personal commitment based on faithfulness and trust. Commitment goes hand in hand with accountability as each of us has a duty to account for our decisions and actions and to accept responsibility for them and their consequences.

Integrity is the power of honesty, the alignment and coherence between words and actions, between promises and their fulfilment. We maintain our integrity by acting honestly at all times, by fostering professional courtesy and mutual respect, by being fair when working with others, in practices and procedures as well as in interactions between all players, and by guaranteeing good guidance in work on behalf of others.

Integrity can only be attained through the observance of any and all regulations. As such, all those involved in ECSO and ECSO activities must be aware of both internal and external regulations.

Though ECSO respects the established rules and regulations, it acknowledges that the value and benefits of the associated networking activities are essentially dependent on the integrity of all actors involved, regardless of the nature of their involvement in ECSO.

ECSO invites its members participating in its activities to devote their best efforts to nurturing a climate of respect, mutual trust and cooperation.

### **Commitment to Our People**

ECSO believes that its workplace and governance body meetings (including Board meetings, Working Group meetings, General Assembly meetings, etc.) should be based on respect, honesty and fairness. We encourage engagement and are committed to maintaining high standards of quality, integrity, health and safety.

### **Commitment to ECSO**

Representatives from ECSO members of the Board of Directors, members of the Partnership Board, Working Group or Task Force Chairs and Vice-chairs, WG representatives from members, Secretary General and ECSO Secretariat staff, in the context of their ECSO engagement, are committed to avoiding any conflicts that might put their personal interests ahead of what is best for ECSO. Additionally, all are encouraged to speak up and seek guidance from the Ethics & Compliance sub Committee of the Financial Committee if they have any ethical or compliance concerns.

### **Commitment to responsible partnerships and proactive, appropriate participation in public and political debates**

ECSO seeks responsible partnerships that streamline, complement and create synergies in cybersecurity efforts in Europe and beyond.

ECSO initiates and participates in public and policy debates to share the input from ECSO communities with the appropriate stakeholders. These also provide a platform for the discussion of policy issues among their target groups by using ECSO activities.

### **Commitment to Excellence**

Excellence is an essential objective for individuals and organisations; it is the desire to achieve the highest quality in all endeavours, find the best solutions to new challenges, and contribute to tangible and intangible results and outcomes to guarantee progress and welfare.

ECSO aims to achieve excellence in its organisation and framework by providing the best quality in its procedures and services, fostering an environment that encourages excellence, and striving for continuous improvement and dedication to achieving ECSO's ambitions and goals.

ECSO will seek to achieve the highest standards and will contribute to our activities honestly and honourably in a fair manner and encourage our members and linked stakeholders to do the same.

All aspects of the governance, management and implementation of the ECSO organisation and its activities foster a professional spirit and cooperative attitude.

The ECSO Association and its members shall behave in a professional manner and will respect the reputation of our sector and the other organisations with which we liaise.

The ECSO Association and its members act fairly and without prejudice at all times, pursuant to the mission, objectives and values of ECSO. They will always be mindful of their responsibility to uphold and enhance the ethical standards and reputation of ECSO.

The ECSO Association and its members pursue the ECSO objectives according to the principles of good governance, lean management and best practice. ECSO operates with an eye on maximum efficiency, effectiveness and user-friendliness while ensuring the clear and logical demarcation of roles and responsibilities. ECSO will always uphold high standards of conduct and commit to thoroughness, efficiency and regularity in the fulfilment of our tasks and responsibilities.

ECSO actively listens, responds, encourages teamwork and makes decisions based on facts and data, in an environment that encourages promotion, achievement and continuous learning so that ECSO can improve its own performance.

ECSO proactively identifies, assesses and manages risks with a proportional effort with the understanding that well-managed risks are also a source of opportunity for greater potential and impact.

ECSO provides ECSO participants with appropriate and impartial supervision, guidance and support.

ECSO values everyone and strives to ensure that they are treated equally and fairly, regardless of their gender, age, religious beliefs, ethnicity, political convictions or any other features. Moreover, ECSO values diversity as an asset to our pan-European, multi-cultural and interdisciplinary cooperation. ECSO pledges to expend maximum effort in fostering and enhancing the potential of participants in ECSO activities. ECSO strives to create opportunities for everyone to fulfil their full potential, regardless of their financial status or origin.

### **Commitment to Conducting Ethical Business**

Business meals, hospitality, and modest non-monetary gifts may be given or accepted in the context of the ECSO engagement, if they reflect customary business practices.

Corruption is detrimental to the work environment and is illegal. ECSO has a zero-tolerance policy towards corruption of any kind. In addition, ECSO is committed to prevent any behaviour between its representatives from ECSO members of the Board of Directors, members of the Partnership Board, Working Group or Task Force Chairs and Vice-chairs, WG representatives from members, Secretary General and ECSO Secretariat staff, that could hamper competition (such as pricing discussions, market sensitive information sharing, illegal accords or boycotts).

### **Commitment to Protection and Safety**

Activities carried out with the support of ECSO must comply with fundamental ethical principles, including the avoidance of strife amongst peoples or nations.

### **Commitment to Building Trust and Safeguarding Confidential Information (right to privacy and use of personal data)**

ECISO Stakeholders shall protect the property and confidential information of ECISO and of its stakeholders. Protecting confidential data (with application of the GDPR), keeping accurate records, and adhering to all laws governing our association are key to our long-term success.

ECISO shows due respect to every person's right to privacy and to the protection thereof. ECISO pledges to limit the collection of data on participants and other individuals involved with ECISO to those aspects which are necessary for the continuation of ECISO operations, or where required by the law of the land. ECISO also promises to restrict the dissemination of personal data to those occasions where the purpose serves the wider ECISO mission, and only with the explicit permission of the individuals involved.

#### **Commitment to responsible and professional use of the electronic communication technologies**

Electronic communication technology and media is now commonly used to conduct activities and communicate, thanks to access to the Internet, intranet systems, e-mail, telephones and mobile devices. ECISO expects everyone to use such technology in a responsible and professional manner consistent with this E&C Charter and other ECISO policies.

#### **Commitment to be Responsive**

ECISO is committed to respond to employees' or members' concerns and suggestions. Our Ethics & Compliance sub Committee is available to offer guidance and support (including reporting incidents or raising concerns confidentially and without fear of any form of retaliation).

### **B. The Ethics & Compliance (E&C) sub-committee of the Financial Committee**

1. ECISO has established an Ethics & Compliance sub-committee as part of the Financial Committee. It will receive support from the Communication Task Force for what concerns ECISO communication issues and by the ECISO Task Force on EU legislation for possible issues linked to Competition Law. On request of the Chairperson of ECISO, the sub-committee shall advise the Board of Directors on any ethical question related to this E&C Charter and provide general recommendations to the Board of Directors, ECISO staff or ECISO members on ethical issues relevant under the E&C Charter.
2. ECISO Stakeholders concerned shall co-operate fully with the E&C sub-committee, in particular by providing all the relevant additional information requested. They shall have the possibility to be heard if the sub-committee considers issuing a negative opinion.
3. The sub-committee shall consist of the ECISO Board members part of the Financial Committee. If needed, other Board members can be associated to this sub-committee, following selection by the Board of Directors. They shall have an impeccable record of professional behaviour as well as experience in high-level functions. The composition of the sub-committee should reflect as much as possible the composition of ECISO.
4. ECISO shall provide secretarial support to the sub-committee.

### **C. ECISO – Code of Conduct**

ECISO welcomes any assessment or constructive criticism in order to cultivate an honest and responsible organisation. ECISO will follow at best the general rules of its members and, where appropriate, seek guidance from these members on any rules of relevance.

Should non-compliance with ethical principles, values and responsibilities result in misconduct, the ECSO Association will ensure that all such allegations or reports of any other irresponsible or unprofessional behaviour are acknowledged and receive an appropriate and proportional response. In the event of confirmed cases of misconduct, appropriate action will be taken, having been fairly and evenly considered with regard to all the stakes involved.

Nevertheless, the ECSO Association reserves the right to take appropriate measures to preserve its reputation and that of its staff. It also reserves the right to contest and penalise any false or biased information that could damage ECSO and/or undermine the trust and support of the ECSO members and the European cybersecurity community as a whole.

All ECSO members are responsible and accountable for ensuring that the present Code of Conduct is respected and followed.

### **Article 1 - Applicability to ECSO Stakeholders**

All bodies and individuals involved in ECSO shall adhere to the ECSO principles and are responsible for respecting and promoting them, always bearing in mind that the general interest of ECSO prevails over any personal or professional interests. These principles and Code shall apply to the following persons / bodies in the conduct of their ECSO related activities (hereafter collect collectively “ECSO Stakeholders”):

- ECSO General Assembly, the ECSO Board of Directors, the Board Chairperson, Vice-Chairs and Permanent Representatives of its Members, the ECS Partnership Board and the ECSO representatives, the ECSO Secretary General and the ECSO Secretariat employees, the ECSO Committees members, the ECSO WGs Chairs, subWGs Chairs and WGs members and, when relevant, external experts and participants in ECSO activities.

#### **A) ECSO Secretariat**

1. ECSO Secretariat include Secretary General, managers, and all employees whether full time, contract or part-time.
2. ECSO Secretariat conduct its activities with honesty and integrity and comply with the applicable laws and regulations of the country in which they operate<sup>1</sup>.
3. The tasks of ECSO Secretariat are defined and attributed by:
  - ECSO Statutes (“Statutes”); and/or
  - ECSO Bylaws (“Bylaws”); and/or
  - ECSO WG general rules and working guidelines.
4. ECSO Secretariat must not, directly or indirectly, use, disclose, reproduce or make available in any form any confidential information considered sensitive under Competition Law and/or subject to Confidentiality Requirements<sup>2</sup>. This rule applies beyond the termination of the employment or contractual relationship.
5. ECSO Secretariat must pay particular attention to issues of conflict of interests. If they are faced with a situation in which their interests or the interests of individuals and/or companies and/or entities with whom they have a link may conflict with that of ECSO, they must report it immediately to the Secretary General or the ECSO Chairman of the Board.

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<sup>1</sup> ECSO is based in Brussels, Belgium.

**B) Representatives of ECSO members**

1. The representatives of ECSO members are the employees of the bodies (which are ECSO members) who participate in the Board of Directors, Directors Committees, Working Groups and Task Forces.
2. The representatives of ECSO members conduct their activities with honesty, integrity and transparency and comply with the applicable laws and regulations of the country in which they operate.
3. The tasks of the representative of ECSO members are defined and attributed by:
  - the Statutes;
  - the Bylaws;
  - the ECSO WG general rules and working guidelines;
4. The representatives of ECSO members must not, directly or indirectly, use, disclose, reproduce or make available in any form any confidential information considered sensitive under Competition Law and/or subject to confidentiality requirements. This rule applies beyond the termination of their participation to ECSO as representative of ECSO members.
5. The representatives of ECSO members must pay particular attention to issues of conflict of interests. If they are faced with a situation in which their interests or the interests of the represented ECSO member may conflict with that of ECSO, they must report it immediately to the Secretary General or the ECSO Chairman of the Board.

**Article 2 – Principles: act with independence, integrity, respect, loyalty and discretion**

1. ECSO is committed to maintaining the highest degree of integrity in all our dealings with potential, current and past members as well as other stakeholders.
2. The ECSO Secretary General and the ECSO Secretariat staff shall devote themselves to the performance of their duties in the general interest of the ECSO. If they currently conduct or intend to conduct any professional activities outside ECSO they should inform the Ethics & Compliance sub-committee.
3. ECSO Stakeholders shall behave and perform their duties with complete independence, integrity, respect, loyalty and discretion. They shall observe the highest standards of ethical conduct.
4. ECSO Stakeholders shall act collegially and assume collective responsibility for any decision taken by the ECSO General Assembly and the ECSO Board of Directors.
5. ECSO Stakeholders shall respect the dignity of the association and shall not act or express themselves, through whatever medium, in a manner which adversely affects the public perception of their independence, their integrity or the dignity of the association.
6. ECSO Stakeholders shall manage the material resources of ECSO in a responsible manner. They shall use these resources in full compliance with the relevant rules.

**Article 3 - Conflicts of Interest**

A conflict of interest generally refers to a situation where the impartiality and objectivity of a decision, opinion or recommendation of an Agency is or might be perceived as being compromised by a personal interest held or entrusted to a given individual.

1. ECSO strives to avoid and manage potential conflicts of interest throughout its activities, in the governance, management and implementation of ECSO activities as well as in the daily implementation of ECSO actions.
2. The ECSO Stakeholders shall avoid any situation which may give rise to a conflict of interest<sup>3</sup> or which may reasonably be perceived as such.
3. ECSO recognises that its member companies may be in direct competition. ECSO will strive to avoid showing any preference towards any member over another and endeavour to maintain an independent position in its dealings with them.
4. ECSO will ensure that all relevant competition laws are respected by its members in their dealings with the ECSO Association and each other, where such dealings have been facilitated by the ECSO Association.
5. Representatives of ECSO members at the Board of Directors, Working Groups Chairs, sub WGs Chairs or Task Force Chairs as well as the Secretary General and other ECSO Secretariat employees shall declare any relevant financial or other interests or assets which might create a conflict of interest relevant for the performance of their ECSO activities. This information on potential conflict of interest situations shall be provided voluntarily by ECSO to the Ethics & Compliance sub-committee of the Financial Committee. The Ethics & Compliance sub-committee of the Financial Committee will then inform, if necessary, the Board of Directors about these potential conflicts of interest, suggesting following measures.
6. Considering the tasks and the objectives of ECSO, it will not be considered as “conflict of interest” the fact of representing the interests of a category (e.g. large companies, SMEs, RTOs etc.) by representatives of a member at the Board of Directors. Any activity of a representatives of a member at the Board of Directors perceived by Board members as representing the interests solely of its organization could be declared by the Board as a conflict of interest.
7. The Board of Directors of ECSO shall take any measure considered as appropriate, in the light of the information referred to in 3.5 or other available information, such as the reallocation of an activity or working group to another Chair or Director representative.
8. The best way to foster integrity and accountability is to ensure transparency in all instances, within the limits of the respect of personal dignity, in compliance with the data protection legislation. Transparency should be complemented by a culture of declaring interests and possibly abstaining in cases where a conflict of interest exists or could be perceived. In certain situations of Conflict of Interest, declaring the interest while abstaining from contributing, giving advice or participating in the decision-making, could be considered proportionate.
9. The ECSO Secretary General and the ECSO Secretariat staff shall not exercise any professional activity other than those resulting from the performance of their duties, unless authorized by the ECSO Board of Directors.

#### **Article 4 – Gifts and hospitality**

Anti-corruption laws generally prohibit giving an individual “anything of value”, tangible or intangible, for the purpose of securing an improper advantage, and law enforcement has interpreted “anything

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<sup>3</sup> A conflict of interest arises where a personal interest may influence the independent performance of their duties in the context of ECSO activities. Personal interests include, but are not limited to, any potential benefit or advantage to themselves, their spouses, partners or direct family members.

of value” broadly to include extravagant or overly frequent Gifts or Hospitality. Gifts or Hospitality include meals, entertainment, event tickets, travel or accommodation without a clear business purpose, medical, educational or living expenses etc.

1. Hospitality (including paid travels) offered by third parties must not be accepted unless it is in accordance with customary business practices. Attendance upon invitation to any events where they represent the association shall not be considered as hospitality.
2. Business meals, hospitality, and modest non-monetary gifts may be given or accepted in the context of the ECSO engagement, if they reflect customary business practices and are only acceptable if they meet transparency and proportionality criteria. They must in all cases be reasonable and must never be aimed at offering or obtaining an undue advantage or influencing a decision.
3. ECSO representatives shall not accept any gift with a value of more than EUR 150 in the context of their ECSO activities. When, in accordance with diplomatic and courtesy usage they receive gifts worth more than this amount, they shall declare them to the Ethics & Compliance sub-committee. In case of doubt as to the value of a gift, an evaluation shall be undertaken under the authority of the Ethics & Compliance sub-committee, whose decision on the matter shall be final.
4. ECSO Stakeholders shall notify the Chairperson of ECSO of any decoration, prize or honour awarded to them in the context of their ECSO activities.

#### **Article 5 – Collegiality and discretion: loyalty and proper use of information**

1. ECSO Stakeholders shall comply, in the context of their ECSO activities, with the duty of loyalty towards ECSO and discretion in discharging their duties. They shall act and express themselves with the restraint that their role requires.
2. ECSO Stakeholders will always try to maintain confidentiality, and protect all personal information received in the course of ECSO activities
3. ECSO Stakeholders shall refrain from disclosing to non ECSO Members information declared or considered as sensitive discussed or decided at internal ECSO meetings prior to the official communication distributed by ECSO.
4. ECSO Stakeholders shall take reasonable endeavours to safeguard the confidences of all members and past members and shall not disclose these confidences to their disadvantage or prejudice unless the member has released such information for public use or has given permission for disclosure.
5. ECSO Stakeholders are responsible for the proper handling and any external transmission of sensitive information or of confidential documents submitted to the association for information.
6. Official ECSO positions can be disclosed only after approval by the ECSO Board.
7. ECSO Stakeholders shall not make any comment that would call into question a decision taken by the Board of Directors or the General Assembly or which may harm the association's reputation.
8. Though committed to transparency, ECSO recognizes that the confidentiality of data and/or work may be necessary if related to the protection of the legitimate interests of ECSO and/or the individuals involved in ECSO activities. This includes, but is not limited to, procedures

involving evaluation, selection, management, monitoring and assessment, and activities related to ECSO activities. In such cases, all ECSO stakeholders are expected to commit to the non-disclosure of data identified as confidential.

#### **Article 6 – Information Transparency**

Transparency is an essential principle that implies openness, clear communication and accountability necessary in organisations like ECSO, which is built on democratic principles. All ECSO actors should regularly disclose full, accurate and up-to-date information on policies and decisions related to the fulfilment of the ECSO mission and objectives. Such information should be presented in a way that is clear and accessible to the general public.

1. ECSO should be clear and precise about its identity and the represented sector (if any specific).
2. ECSO Stakeholders should be respectful, fair, honest and open when communicating with one another.
3. ECSO will endeavour to represent the common interests of all members.
4. Where there is diverging opinion within the membership, ECSO will seek to present a balanced case respecting the different interests involved.
5. Where appropriate ECSO will work with non-members and other associations in allied sectors on matters of joint concern.
6. ECSO will use reasonable endeavours to ensure the truth and accuracy of any statements made or information provided to any third party in order to never knowingly make false or misleading claims or misrepresent the views of others.
7. By publicly releasing relevant and understandable information on activities and meetings, ECSO keeps all interested parties informed without showing preference or favouritism to any individual or group.
8. ECSO responds to public inquiries, including those submitted by news media, governments and others, with prompt, courteous and honest answers through the members of the Board or representatives authorised to speak in public on ECSO's behalf (as described in the Board approved ECSO's *General rules and working guidelines for the participation, functioning and governance of ECSO Working Groups and Task Forces / Rules on external presentations*).

#### **Article 7 – Financial transparency: accuracy and completeness of ECSO financial reports and accounting records**

1. As a members' funded organisation established as a Belgian Association, ECSO provides information on its financial and accounting records according to Belgian laws and usual accounting procedures.
2. The integrity of ECSO's financial reports and accounting records is based on the validity, accuracy, completeness, understandability and up-to-date nature of the basic information supporting entries in the accounting books. ECSO ensures that every accounting or financial entry accurately reflects what is described by the supporting information.
3. Financial reports for the previous financial period and for approval of the budget of the following financial period are presented to all members at the Annual General Assembly.

4. General financial updates are presented at each Board of Directors following discussions with the Financial Committee. A more detailed update on the budget forecast is presented at least at the December Board.

#### **Article 8 – Ethics of communication**

- Rules for use of ECSO logo have been definition by the Communication Task Force and approved (version 1.0) by the ECSO Board on March 20<sup>th</sup> 2019. They are reported here in Annex II.
- The following rules for sponsoring are have been initially discussed by the Communication Task Force and presented at the ECSO Board on 19<sup>th</sup> September 2018.

Allowed sponsorship framework:

- Multilateral co-sponsorships, involving more than two ECSO members
- Limited sponsorships, allowing no more than three events to be sponsored per year
- No event is sponsored/created without ECSO approval
- Sponsorship initiatives to be approved by ECSO Board of Directors

No sponsorship allowed: General Assembly (GA), Extraordinatry GA, ECSO high-level events

- ECSO representatives should not denigrate the Association, its members, its Secretariat or the work of the Association in public meetings (complementing Art 5.5).

#### **Article 9 – Competition Law and Confidentiality Requirements**

##### **A) ECSO Secretariat**

1. ECSO Secretariat personnel is aware of EU competition Law (“Competition Law”) and conduct their activities in full compliance with it.
2. ECSO Secretariat personnel must guarantee that each category of meetings<sup>4</sup> is regulated by the rules presented in the Statutes, Bylaws and/or the ECSO WG general rules and working guidelines.
3. ECSO Secretariat personnel must also make sure that:
  - A written agenda is circulated in advance of any meeting and that the meeting is strictly complying with;
  - The detailed minutes of any meeting are faithfully recorded and distributed;
  - During any meeting, the information shared between ECSO members (such as, but not limited to, information related to R&D and innovation, exchange of opinion or experience, assessment of the overall economic situation in the sectors of cybersecurity, results of benchmarks, surveys, statistics and studies in an aggregate format):

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<sup>4</sup> The categories of meetings are: General Assemblies, Boards of Directors; Committees of Directors (Strategy Committee, Financial Committee); NAPAC, Users’ Committee Working Groups and Task Forces.

- do not contain any confidential information and/or data considered sensitive under Competition Law<sup>5</sup> and/or subject to Confidentiality requirements and/or allow the identification of such information and/or data; and
  - do not result in agreements among themselves prohibited by Competition Law;
  - do not result in coordinated conduct by ECSO members prohibited by Competition Law.
- Any spontaneous remarks and suggestions that could lead to a request for a specific joint market conduct by ECSO members are avoided at any occasion;
  - The compliance with Competition Law of recommendations from ECSO have been evaluated prior to be issued.
  - The entrance and the termination of ECSO membership are evaluated under transparent conditions.

## **B) Representatives of ECSO members**

1. The representatives of ECSO members are aware of Competition Law and conduct their activities in full compliance with it.
2. The representatives of ECSO members:
  - Limit their discussions and decisions at meetings to the topics listed on the agenda;
  - Seek for appropriate guiding advice of the competent ECSO Secretariat manager in case of doubt on the nature of any item/discussions;
  - Do not engage during their meetings in agreements among themselves on any topic which may infringe Competition Law<sup>6</sup>. For the sake of completeness, it is worth noting that competition Law could be infringed also through informal agreements made outside the ECSO meetings (*e.g.*, during the coffee break, at lunch time);
  - Do not exchange any confidential information and/or data considered sensitive under Competition Law<sup>7</sup> and/or subject to confidentiality requirements and/or allow the identification of such information and/or data. For the sake of completeness, it is worth noting that competition Law could be infringed also through an informal exchange of confidential information and/or data considered sensitive under Competition Law made outside the ECSO meetings (*e.g.*, during the coffee break, at lunch time);
  - Can ask - before any meeting and/or before providing ECSO Secretariat and/or other representative of ECSO members with any information and/or data - for the application of confidentiality requirements according to which the exchange of information and/or data

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<sup>5</sup> Information and/or data sensitive under Competition Law are for example: individual company prices, market shared, cost factors, business strategy, future plans, business plan, conditions of proposals to be submitted in order to participate to tenders on the market.

<sup>6</sup> Such as, but not limited to, price fixing, allocation of market, allocation of participation to tenders, boycotting of any competitors.

<sup>7</sup> Information and/or data sensitive under Competition Law are for example: individual company prices, market shared, cost factors, business strategy, future plans, business plan, conditions of proposals to be submitted in order to participate to tenders on the market.

(even not considered sensitive under Competition Law<sup>8</sup>) would be regulated by the following Sharing Levels:

- i) Red – information restricted to ECSO members;
- ii) Amber - information restricted to representatives of ECSO members formally authorized to participate to meetings and ECSO Secretariat;
- iii) Green – information which can be shared with external entities but not published on web sites;
- iv) White - information which can be shared with external entities and published on web sites.

#### **Article 10 – Application of the Code**

1. The Chairperson of ECSO, assisted by the Ethics & Compliance sub-committee, shall ensure the proper application of this Code of Conduct.
2. ECSO Stakeholders shall inform the Chairperson of ECSO or the ECSO Secretary General in a timely manner if they have doubts with regard to the application of this Code before acting on the matter relating to which the doubts arise.
3. In case of an infringement of this Code of Conduct which does not warrant a referral to the Court of Justice, the Board of Directors may decide, taking into account the opinion of the Ethics & Compliance sub-committee and on proposal of the Chairperson, to express a reprimand in the full respect of the association Statutes and Bylaws.
4. The Ethics & Compliance sub-committee shall report annually during the General Assembly on the application of this Code of Conduct.

#### **Article 11 - Entry into force**

1. The present Integrity Principles, the description of the Ethics & Compliance (E&C) sub-committee of the Financial Committee and The Code of Ethics & Compliance shall be reviewed and validated by the Board of Directors also for conformity with ECSO Statutes & Bylaws. They should be updated from time to time, when needed.
2. They will enter into force on after formal vote by the Board of Directors.

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<sup>8</sup> The compliance with Competition Law must be respected in any event, whether or not Confidentiality Requirements apply.

## ANNEX I

### REMINDER OF ECSO BYLAWS ARTICLES CONCERNING COMPETITION LAW AND CONFIDENTIALITY ISSUES

#### 13 ASSOCIATION MEETINGS

- 13.1 The Association's personnel (the Secretariat) is responsible for issuing official invitations in a timely manner for meetings organised by or in the name of or otherwise taking place within the framework of the Association including, but not limited to workshops, conferences and workgroup meetings ("ECSO Meetings"). Along with the invitation there should be an agenda that is as detailed as possible.
- 13.2 The Association's personnel is responsible for ensuring that agendas, minutes, and other documents relating to ECSO Meetings are clearly and unmistakably worded and do not contain any items that are in conflict with competition law. In cases of doubt the ECSO Secretary General is available to effect clarification or correction.
- 13.3 Any ECSO Meeting should, if possible occur in the presence of at least one member of the Association's personnel or of any other delegate person to provide support and assure formal and correct meeting procedures. Chairs are obliged to make sure that minutes are respectful of the discussions hold during the meeting and are done / distributed in due time. For this, the Chairs can ask the Association's personnel to compile correct, complete, and precise minutes of any ECSO Meeting including the decisions taken thereby. Minutes shall be dispatched promptly to all participants.
- 13.4 When the minutes have been received participants are responsible for checking them for correct reporting of the meeting and the decisions taken thereby. If the minutes are not considered as complete or correct, particularly with regard to competition law, participants are responsible for immediately advising the Association thereof and asking for corrections.

#### SECTION IV: CONFIDENTIALITY

#### 14 CONFIDENTIALITY AND EXCHANGE OF INFORMATION

All Members agree that the cooperation in this Association in general does not require the exchange of confidential information. Therefore in principle, no confidential information will be exchanged in the framework of the operations of the Association and its governance bodies. Insofar the exchange of confidential information is nevertheless deemed necessary in the future the following shall apply:

- 14.1 Confidential Information shall be defined as all information exchanged in the framework of the operations of the Association and its governance bodies (1) which one Member receives from another Member and which has been marked as confidential ("Confidential

Information”) or (2) if disclosed orally, was identified as confidential at the time of such disclosure and confirmed as confidential in writing within thirty (30) days after disclosure.

- 14.2 All Members are bound to apply for the security of Confidential Information of the Association and its Members at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care). They agree, that all Confidential Information shall not be used other than for the purpose of the Association; and shall not be disclosed to any third party except its employees who have a need to know, and employees of any legal entity that it Controls, Controls it, or with which it is under common Control, who have a need to know (Control means to own or control, directly or indirectly, over 50% of voting shares), without the prior written consent of the disclosing Member, except if required to do so by law or by an order of any court of competent jurisdiction.
- 14.3 The disclosing Member may propose before a meeting of the ECSO that all Members attending the meeting may decide as first agenda item that this meeting shall be regarded as confidential. In this case first minutes marked as confidential (“Confidential Minutes”) shall be written notifying all Confidential Information exchanged or created during the meeting. These Confidential Minutes will only be sent to the Member representatives present at the respective meeting. Within thirty (30) days of publication of the Confidential Minutes, each Member present at the respective meeting shall have the chance to add and inform the other present Members in written form about such additional information it wants to be regarded as Confidential Information. Additionally, in this specific case all Members will receive only after the period mentioned in the sentence before a second version of the Minutes with all the issues discussed at the meeting and not containing any Confidential Information.
- 14.4 Provided that the receiving Member and its employees do not disclose Confidential Information and, without implying or granting any license under any patent and copyright of the disclosing Member and its employees, the receiving Member and its employees shall not be in breach of their obligations in the event of any unintentional use, of any idea, concept, know-how or technique contained in the disclosing Member's Confidential Information unintentionally retained in the unaided memories of any employee of the receiving Member and its employees who has had legitimate access to the Confidential Information.
- 14.5 The above restrictions will not apply to any Confidential Information which (a) is rightfully known or is in the rightful possession of the receiving Member as of the date of its disclosure by the disclosing member; or (b) is in the public domain or generally distributed or made available to others, through no fault of the receiving Member; or (c) lawfully becomes known or available to the receiving Member from third parties; or (d) is required by law to be disclosed by the receiving Member; provided that the receiving Member promptly notifies the other Member and takes reasonable steps to limit such disclosure permissible under law; or (e) is independently developed by any employee or agent of the receiving Member who has not had access to and/or been informed of the information in question.

- 14.6 These obligations remain for a period of five years from the date of disclosure.
- 14.7 Within the Association and at ECSO Meetings information about the following topics may generally be exchanged without infringing competition laws:
- (a) Information about Members' general market trends, or information in respect of the whole range of products, or of other aggregate business units, where it is presumed that no conclusions can be drawn to a particular product's market position.
  - (b) General cyclical economic data.
  - (c) Current legislative projects and their impact on the Members as a whole.
  - (d) Discussions about the Association's lobby activities.
  - (e) Benchmarking activities.
  - (f) Generating a survey of the relevant industrial sector.
  - (g) Freely accessible data (e. g. from the internet or from business reports published by Member companies).
- 14.8 Within the Association and in the course of an ECSO Meeting, Members shall not exchange any competitively sensitive information. Information is deemed to be competitively sensitive when, should it become known to competitors, it would grant the latter a competitive advantage on the market and violate competition laws and secrecy in competition. Competitively sensitive information excludes – information that has already been made public); accessible data (e.g. labour cost in a specific geographical area, order of magnitude price of a security component in a given sector, etc.); information which has already been shared by Members within the frame of competition law infringement-free agreed schemes.
- 14.9 The following information could be considered as being competitively sensitive and should be avoided in ECSO discussions and documents:
- (a) A Member's strategy on the market, (e.g., attitude towards content/duration of agreements, strategic goals, market expertise, etc.).
  - (b) Trade secrets and other proprietary information.
  - (c) Costs.
  - (d) Prices (including price elements, discounts, rebates and reductions) and pricing policies.
  - (e) Marketing plans.
  - (f) Customer lists and, more generally, customer related information.
  - (g) Capacity (including utilisation rates).
  - (h) Detailed information about profits, profit margin, market shares, and intended investments, as far as this information is not publicly available.

14.10 The above mentioned information is not deemed to be competitively sensitive in the following cases:

- (a) The information is in the public domain (i.e. general knowledge of the public, or, at least, of the specific business stakeholders).
- (b) The information is anonymous (i.e. aggregated, so that it is impossible to allocate the information to specific market players).

## **15 MARKET INFORMATION**

15.1 Market information systems and other statistics that use Member's data whether managed officially by the Association or another independent institution, are only to be used for publishing anonymised, non-identifiable, aggregate overall data unless specifically authorised by the relevant Members.

15.2 The Association shall constantly take care that market information systems managed by the Association comply with legal requirements.

15.3 Non-anonymised data relating to individual Members must not be disclosed without that Member's express authorisation.

15.4 The Association is responsible for ensuring that no position paper or press release contains a wording that, intentionally or unintentionally, could suggest an arrangement or a uniform conduct.

15.5 Position papers or press releases should have an objective reporting about the market's situation and development, and, when possible, present alternative solutions without preferring a certain one.

## ANNEX II

### Terms of use of the ECSO logo

The use of the ECSO logo is subject to the agreement of these terms:

1. ECSO is the sole owner of the ECSO logo. Your use of the logo acknowledges ECSO' ownership of the logo.
2. ECSO reserves the right to take action against any use of the logo that does not conform to any of the conditions herein, or that infringes any intellectual property or other rights of ECSO or violates applicable law. All use of or goodwill associated with the logo will convey to the benefit of ECSO.
3. Use of the logo by non-ECSO members should be done within the scope of the previously established partnership agreement.
4. Use of the logo by ECSO members must be done only when / if the member has duly paid its yearly membership fee to ECSO asbl.
5. Use of the logo does not indicate or create any endorsement, approval, sponsorship or affiliation of or with your website by ECSO.
6. The logo is provided without warranties of any kind, express or implied, including without limitation, warranties of title of non- infringement. Use of the logo is solely at your own risk.
7. ECSO hereby grants you a license to use the logo, provided that you agree:
  - a) The logo will be used solely in the context of an established partnership agreement, following the terms of this agreement, and / or by Members of ECSO having paid their yearly membership fee to the ECSO asbl.
  - b) The logo will always be linked to the ECSO website and the link will always be an active link.
  - c) The logo will always stand alone and will not be combined with any other graphical elements.
  - d) The logo will not be altered in any manner including its size, proportions, font, design, arrangement, colours or elements or animated, morphed or otherwise distorted in perspective or appearance.
  - e) The logo will not appear more prominently than your personal, company, product or service website name.
  - f) The logo will be displayed in a positive manner and will not be used in any way that adversely affects ECSO.
  - g) You will not transfer, assign, sell, reproduce, distribute or otherwise exploit your link to us or your use of our logo.

- h) The logo will appear as provided by ECSO.
  - i) The use should not be linked to aims, activities or events incompatible with the principles and objectives of the ECSO; under no circumstances may the logo be reproduced for illegal ends which are contrary to public decency.
  - j) It is understood that the user of the logo shall not acquire and shall not claim any title to the logo which is the subject of this authorisation.
  - k) The logo will not create or give the appearance of creating an endorsement, approval, sponsorship, affiliation or recommendation of any product or service by ECSO.
  - l) The user shall not register or seek to register any trademark or name which contains the logo, or which is so similar to the logo as to be likely to cause deception or confusion.
  - m) The logo will not be used or displayed in any way that disparages ECSO, infringes any intellectual property or other rights of ECSO, violates any national or international law, or diminishes or otherwise damages ECSO' goodwill in the logo.
8. ECSO reserves the right to make any change to the information and/or license provided herein at any time for any reason. You acknowledge and agree that you are responsible for keeping up with any such changes.
9. The ECSO may terminate this agreement immediately without notice if, in its sole judgment, the user has breached any terms or conditions of this agreement. In such case you agree to remove the link and stop use of the logo immediately. You will be prohibited from reinstating the link or using the logo without further written permission from ECSO.
10. This authorization shall be governed by and interpreted in accordance with Belgian Law.