

# CODE OF CONDUCT POLICY

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This Code of Conduct Policy (this "**Policy**") is adopted as of [EFFECTIVE DATE] (the "**Effective Date**") by [COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"), and applies to every person described in Section 1 (each, a "**Covered Person**").

**Recitals.** The Company is committed to maintaining a professional, lawful, and respectful workplace. This Policy states the standards of behavior the Company expects from everyone who works on its behalf, explains how concerns may be raised, and describes how violations are addressed. By acknowledging this Policy, each Covered Person agrees to read, understand, and follow it.

## 1. Scope and Application

**1.1 Who is covered.** This Policy applies to all employees (full-time, part-time, temporary, and seasonal), officers, and, where the Company so directs, to **interns, volunteers, contractors, consultants, and agents** acting on the Company's behalf.

**1.2 Where it applies.** This Policy applies during working hours and at all Company-related locations and activities, including remote work, business travel, Company-sponsored events, and any off-site setting where a Covered Person represents or can reasonably be associated with the Company.

**1.3 Relationship to other rules.** This Policy supplements, and does not replace, the Company's other policies, any applicable employment agreement, and the law. Where this Policy and a more specific written policy differ, the more protective or more specific standard applies unless the Company states otherwise.

**1.4 Not a contract.** This Policy states expectations and is not an employment contract and does not alter the at-will nature of employment where applicable. The Company may revise this Policy at any time consistent with applicable law.

## 2. Core Standards of Conduct

**2.1 Professionalism.** Each Covered Person will act honestly, treat others with courtesy and respect, and perform assigned duties competently and in good faith.

**2.2 Compliance with law.** Each Covered Person will comply with all laws, regulations, and ordinances that apply to their work, including those governing employment, safety, privacy, and trade.

**2.3 Respectful workplace.** Discrimination, harassment, bullying, intimidation, threats, and violence are prohibited. Conduct addressed by the Company's anti-harassment and workplace-safety policies is governed by those policies and this Policy together.

**2.4 Honesty and records.** Each Covered Person will keep accurate records and will not falsify, alter, or destroy Company documents, time records, expense reports, or data except as authorized.

2.5 **Substance use.** Reporting to work or performing duties while impaired by alcohol or unlawful drugs is prohibited. Lawful use that does not affect job performance and complies with Company policy and applicable law is not covered by this prohibition.

### 3. Conflicts of Interest

3.1 **Duty of loyalty.** Each Covered Person will act in the Company's best interests during the performance of their duties and will avoid situations in which personal interests conflict, or appear to conflict, with those of the Company.

3.2 **Disclosure.** A Covered Person who has, or may have, a conflict of interest—including outside employment, a financial interest in a competitor, supplier, or customer, or a close personal relationship affecting work decisions—will promptly disclose it in writing to **[MANAGER / HR / DESIGNATED OFFICER]**.

3.3 **Gifts and entertainment.** A Covered Person will not solicit or accept gifts, payments, or entertainment that could improperly influence, or appear to influence, a business decision. Nominal items of customary business courtesy consistent with Company guidelines are permitted.

3.4 **Corporate opportunities.** A Covered Person will not take for personal benefit an opportunity discovered through their position or the Company's property or information without the Company's prior written consent.

### 4. Company Property, Information, and Communications

4.1 **Use of property.** Company equipment, systems, funds, and facilities are provided for business purposes. Limited incidental personal use is permitted only where it does not interfere with work, violate policy, or expose the Company to risk.

4.2 **Confidential information.** Each Covered Person will protect the Company's confidential and proprietary information and the confidential information of third parties entrusted to the Company, and will use it only as authorized.

4.3 **Data and privacy.** Each Covered Person will handle personal and sensitive data in accordance with applicable privacy laws and Company policy, and will not access or share such data without authorization.

4.4 **Communications and social media.** Public communications that could reasonably be attributed to the Company must be accurate and respectful. This Policy does not restrict any legally protected activity, including discussion of wages, hours, or working conditions where protected by law.

### 5. Reporting Concerns

5.1 **Duty to report.** A Covered Person who becomes aware of conduct that may violate this Policy, another Company policy, or the law is encouraged to report it promptly.

5.2 **How to report.** Reports may be made to a supervisor, to **[HR CONTACT / TITLE]**, or through **[REPORTING CHANNEL, e.g. hotline, email address, online form]**. Where permitted, reports may be made anonymously.

5.3 **Good-faith reporting.** A Covered Person who reports a concern in good faith will not be penalized for doing so, even if the concern is not substantiated after review.

5.4 **Cooperation.** Each Covered Person will cooperate honestly with any investigation and will not interfere with, obstruct, or retaliate in connection with it.

### 6. Non-Retaliation

- 6.1 **Prohibition.** The Company prohibits retaliation against any person who, in good faith, reports a concern, participates in an investigation, or exercises a right protected by law.
- 6.2 **Examples.** Prohibited retaliation includes termination, demotion, reduction in pay or hours, exclusion, or other adverse action taken because of a protected report or participation.
- 6.3 **Reporting retaliation.** A person who believes they have experienced retaliation should report it through the channels in Section 5. The Company will review and address substantiated retaliation as a violation of this Policy.

7. Investigations and Enforcement

- 7.1 **Review.** The Company will review reported concerns promptly, objectively, and with discretion appropriate to the circumstances, sharing information only on a need-to-know basis to the extent consistent with applicable law.
- 7.2 **Interim measures.** The Company may take reasonable interim measures during a review, such as a schedule change or temporary reassignment, without prejudging the outcome.
- 7.3 **Disciplinary action.** A violation of this Policy may result in corrective or disciplinary action up to and including termination, consistent with applicable law. The Company may choose the response it considers appropriate to the facts and is not required to follow progressive steps.
- 7.4 **Referral.** The Company may refer suspected unlawful conduct to appropriate authorities and may pursue any remedy available to it under applicable law.

8. Administration and Acknowledgment

- 8.1 **Ownership.** [HR / DESIGNATED OFFICER] is responsible for administering, interpreting, and updating this Policy.
- 8.2 **Amendment.** The Company may amend this Policy at any time, consistent with applicable law. Material changes will be communicated to Covered Persons, and continued work after notice constitutes acceptance of the revised Policy.
- 8.3 **Severability.** If any provision of this Policy is found unenforceable, the remaining provisions remain in effect.
- 8.4 **Governing law.** This Policy is administered under the laws of the State of [STATE], without regard to its conflict-of-laws rules, and is subject to all mandatory protections of applicable local law.
- 8.5 **Acknowledgment.** By signing below, the Covered Person confirms that they have received, read, and understood this Policy and agree to comply with it.

ACKNOWLEDGMENT OF RECEIPT

COVERED PERSON

COMPANY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE or N/A]

Title: [TITLE]

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

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