



THIRD PARTY CODE OF CONDUCT

1. Introduction

This Third Party Code of Conduct (this “Code”) provides a broad overview of the basic ethical principles that Integration Appliance, Inc. (including its affiliates, including, without limitation Intapp, Inc., DealCloud, Inc., collectively Integration Appliance, Inc. and its affiliates “Intapp” or the “Company”) and that guide the conduct of its suppliers, vendors, consultants, contractors, subcontractors, and agents (each a “Third Party” and collectively “Third Parties”). This Code sets forth requirements for honest and ethical conduct, requires compliance with applicable governmental laws, rules and regulations and provides accountability for adherence to this Code. This Code applies to any Third Party engaged by Intapp (“Covered Third Party Persons”).

By performing services or providing products or deliverables to Intapp, Third Party (also referenced herein as “You” both in your individual capacity as well as on behalf of the legal entity you represent, are employed by, or are engaged by) agree that you have read and will comply with this Code. Violations of this Code may result in disciplinary action, varying from reprimand to termination of the applicable contract between with such Third Party. You represent and warrant You have the legal authority to bind the Third Party you represent, are employed by, or are engaged by.

2. Anti-Bribery Policy

Defining Bribery

You agree not to engage in bribery. Bribery is an inducement or reward offered, promised or provided to gain any commercial, contractual, regulatory or personal advantage. Bribery involves giving anything of value and need not involve the exchange of money. “Anything of value” is broadly defined and includes, but is not limited to:

- Business opportunities or favorable contracts;
- Kickbacks;
- Excessive gifts and entertainment (see below);
- Offers of employment for the individual or his or her family or friends;
- Payment of non-business travel expenses (see below for details); or
- Personal favors.

Bribery can be both “active” (offering, promising or giving of a bribe) or “passive” (requesting, agreeing to receive or accepting of a bribe).

Asking the following questions may help evaluate whether to offer or accept a payment, benefit, or gift:

- What is the intention behind the payment, benefit, or gift? Does the offer or timing create the appearance that the offer is improperly trying to influence an individual?
- Would you feel uncomfortable if the transaction became known to the public?
- Is the payment, benefit, or gift offered or presented to you or by you at the office, or away from the workplace so others will not know about it?

If you are providing a payment, benefit, or gift, does the person to whom you are planning to provide it have a policy that would prohibit it? When in doubt, check.

Payments, benefits, and gifts may be acceptable if they:

- Are relatively infrequent and/or not excessive in value when considering the position and income of the recipient;
- Are connected to a legitimate business promotional activity or the performance of an existing contract;
- Will not place the recipient under any obligation to the person providing the payment, gift or benefit;
- Are not tied to influencing any pending or recently concluded contractual negotiations; and
- Are transparent to the employer or organization of both the provider and the recipient.

The following are some examples of benefits and gifts that can usually be offered or accepted:

- Promotional items with the provider's company or brand logo (e.g., a mug, travel diary, or pen);
- Prizes randomly given to or received in raffles or contests at industry conferences;
- Routine tickets to a local sporting or cultural event when accompanied or hosted by the provider;
- Meals and entertainment of reasonable value when business is being conducted;
- Modest expressions of gratitude or gifts acknowledging personal events, such as weddings and births;
- Seasonal or holiday gifts of nominal value; and
- Free or reduced admission passes to Intapp events that showcase Intapp offerings.

The Law on Bribery

You agree to comply with anti-bribery laws of the United States, both federal and state domestic bribery laws and the US Foreign Corrupt Practices Act (the "FCPA") are relevant to Intapp, as well as the laws of the U.K., including the UK Bribery Act 2010 (the "Bribery Act"). Note in particular that the jurisdictional reach of both the FCPA and the Bribery Act may cover conduct outside of the United States and the U.K., respectively.

Under these laws an individual or company that commits bribery is guilty of a crime. U.S. and U.K. laws broadly prohibit:

- Bribing another person, whether a government official or an employee of a competitor or customer;
- Accepting a bribe; and
- Bribing a foreign public official

In addition, companies and individuals may be held liable if they know that others, such as agents or consultants, are paying bribes in connection with the company's business. This "knowledge" may take the form of actual knowledge or so-called "willful blindness," i.e., where there are "red flags" (see below) that put the company on notice that such third parties *may* be paying bribes.

An individual found guilty of an offence under U.S. or U.K. anti-bribery laws may face imprisonment for significant periods (up to five years *per count* under the FCPA or up to 10 years under the Bribery Act), be subject to a substantial fine, or both. Companies are subject to unlimited fines.

Intapp's Policy on Bribery

You acknowledge Intapp expressly prohibits the offering, giving, solicitation or acceptance of any bribe, in the form of cash or other inducement, to (i) gain any commercial, contractual or regulatory advantage in a way. You agree to comply with the foregoing prohibition. You may not use a third party to

offer or give a bribe on Intapp's behalf. Third parties are often a source of risk for violation of applicable anti-corruption laws. Intapp employees dealing with third parties should be sensitive to the existence of so-called "red flags," which are circumstances that suggest not all is as it should be, e.g., unusual payment schemes, demands for employment of specific companies or individuals, lack of concrete or verifiable deliverables, etc. A "red flag" does not mean that a payment or transaction is prohibited. A red flag indicates that the payment or transaction should be reviewed.

Specific Situations

Facilitation Payments. A facilitation payment is common practice in certain countries and involves the payment of money or gifts to government officials as an incentive to facilitate or speed up a process, such as obtaining licenses or permits. Although facilitation payments are permitted under the FCPA, they are illegal under the Bribery Act and many other U.S. laws; therefore, You acknowledge that Intapp policy is that facilitation payments may not be made directly or by or through a third party on Intapp's behalf (and You agree to comply with the foregoing).

Gifts and Hospitality. Gifts and hospitality are allowed if they meet the following criteria:

- They must not place the recipient under any obligation;
- They are made openly, and not in secret;
- The type and value of the gift or hospitality must be reasonable and consistent with the relationship and general business practices. Cash should never be given nor received as a gift under any circumstances;
- They are legal in that they comply with any other relevant laws; and
- They are appropriately documented and reported, and all appropriate approvals have been obtained in advance.

The frequency of providing a gift or hospitality must be carefully monitored, as the cumulative effect of frequent gifts or hospitality may give rise to the appearance of impropriety. If you are giving a gift or providing hospitality of any value, You agree to verify that the customer's own policies permit acceptance of the item.

Promotional Items. Promotional items tend to be items of nominal value and include coffee mugs, hats, jackets or similar items, or items displaying a company logo that are distributed for advertising or commemorative purposes. Intapp policy is that, unless prior clearance is obtained from Intapp Legal, a promotional item with a value of more than \$150 (or the equivalent in local currency outside the US) cannot be offered, given or accepted. If you are giving a promotional item of any value, You agree to verify that the customer's own policies permit acceptance of the item.

Expenses. It is also permissible for a supplier or vendor to agree to cover certain business-related expenses of a customer. Such expenses must comply with the requirements applicable to gifts and hospitality and must also be for a bona fide business purpose

Charitable Contributions. Intapp does not make charitable donations for the purpose of gaining any commercial advantage. Proof of receipt of all charitable donations must be obtained from the recipient organization and under no circumstances may charitable donations be made in cash.

3. Record-Keeping

You agree to provide honest and accurate recording and reporting of information in order to make responsible business decisions. You shall document and record our business expenses accurately. In the filing of expense reports, Covered Third Party Persons must distinguish between personal and business travel expenses, business conference expenses and business entertainment expenses. You shall discuss questionable expenses with the appropriate personnel in Intapp's accounting department. You shall maintain all of our books, records, accounts and financial statements are maintained in reasonable detail, appropriately reflect your transactions and conform both to applicable legal requirements (including generally accepted

accounting principles) and to your system of internal controls.

You shall avoid exaggeration, derogatory remarks, guesswork or inappropriate characterizations of people and companies in our business records and communications. No entry may be made that intentionally hides or disguises the true nature of any transaction. No unrecorded fund, reserve, asset or special account shall be established or maintained for any purpose. No false or fictitious entries shall be made in books, records, accounts or in Company communications for any reason.

You agree all records, including but not limited to accounting and financial records, must be maintained in compliance with applicable statutory, regulatory and contractual requirements, as well as our record retention policies.

4. Conflicts of Interest

A conflict of interest is a situation where a Covered Person's personal or professional interests (or those of an immediate family member or other close relative or friend or any other person who may act on such Covered Person's behalf) can affect his or her ability to act in the Company's best interests or interfere (or appear to interfere) with his or her personal objectivity and obligations to the Company. All Covered Third Party Persons shall engage in honest and ethical conduct, including avoiding any actual or apparent conflicts of interest. All Covered Third Party Persons are charged with acting in the Company's best interests at all times during their business relationship with Intapp.

5. Public Reporting

We are a public company and as a result file reports and other documents with the Securities and Exchange Commission (the "SEC") and Nasdaq, where our common stock trades. We endeavor to make full, fair, accurate, timely and understandable disclosures in reports and documents we file with, or submit to, the SEC and in our press releases and public communications.

We require cooperation and open communication with our auditors. You agree to fully cooperate with any audit (whether by Intapp or a third party on Intapp's behalf) including providing access to facilities and resources as requested by Intapp and by such times as requested by Intapp. It is illegal to take any action to fraudulently influence, coerce, manipulate or mislead any auditor engaged in the performance of an audit of our financial statements.

6. Competition and Fair Dealing

You will not engage in unethical or illegal business practices such as stealing proprietary information, possessing trade secret information that was obtained without the owner's consent or inducing disclosure of this type of information by past or present employees of other companies. We must never take unfair advantage of others through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice.

7. Healthy and Safe Workplace

You shall ensure a healthy and safe work environment by complying with all applicable health and safety laws, directives, regulations and other requirements and promptly reporting accidents, injuries and unsafe equipment, practices or conditions to the Intapp business manager whom interacts with You. You should immediately report any unsafe conditions or activities pursuant to the appropriate reporting channel

set forth in Section 13.

You acknowledge Intapp does not permit violence or threatening behavior in the workplace. Examples of such behavior may include conduct such as bullying, cyberbullying, teasing and abusive and other aggressive behaviors. You agree not to take such actions.

8. Protection and Proper Use of Company Assets

You acknowledge unauthorized use or distribution of confidential information is prohibited and could also be a violation of applicable law, resulting in civil or even criminal penalties. You agree not to take such actions.

Also essential to our success as a Company is our ability to develop and increasingly use state-of-the-art technology in day-to-day operations. The Company's intellectual property is one of its most valuable assets. Intellectual property refers to creations of the human mind that are protected by various national laws and international treaties. Intellectual property includes copyrights, patents, trademarks, trade secrets, design rights, logos, expertise and other intangible industrial or commercial property. You shall ensure the protection of Company's intellectual property rights and You shall not infringe upon the intellectual property rights of others (including, without limitation, Intapp).

9. Environmental and Social Responsibility

You acknowledge the Company is committed to the protection of the environment, the conservation of natural resources and the minimization of any adverse impact our operations have on the environment. You shall ensure compliance with applicable environmental legal requirements.

10. Confidentiality

Covered Third Party Persons may learn confidential or proprietary information about the Company, its customers, distributors, suppliers or other third parties. Confidential or proprietary information includes all non-public information relating to the Company, or other companies, that would be harmful to the relevant company or useful or helpful to competitors if disclosed, including financial results or prospects, information provided by a third party, trade secrets, new product or marketing plans, research and development ideas, potential acquisitions or investments or information of use to our competitors or harmful to us or our customers if disclosed. You agree to ensure and maintain the confidentiality of all information. You shall keep such information secure, limiting access to those who have a need to know in order to do their job and avoiding discussion of confidential information in public areas. This prohibition includes, but is not limited to, inquiries made by the media, analysts, investors or others. You may not use such information for personal gain.

11. Compliance with Laws, Rules and Regulations

You agree to comply with all applicable laws, rules and regulations. You agree to adhere to the standards and restrictions imposed by these laws, rules and regulations in the performance and You will be alert to changes in the law or new requirements that may affect their business unit, as well as new products or services that may be subject to special legal requirements.

12. Insider Trading

Trading on inside information is a violation of U.S. federal securities law. Covered Third Party Persons in possession of material, non-public information about the Company or companies with whom we do business must abstain from trading or advising others to trade in the respective company's securities from the time that they obtain such material non-public information until adequate public disclosure has been made regarding such information. Information is considered "material" if there is a substantial likelihood that a
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reasonable investor would consider it important in making a decision to buy, sell or hold stock or other securities or where such information is likely to have a significant effect on the market price of stock or other securities. To use non-public information for personal financial benefit or to “tip” others, including family members, who might make an investment decision based on this information is not only unethical but also illegal.

For additional information, please refer to the Company’s Insider Trading Policy, which is incorporated herein by this reference. You agree Company’s Insider Trading Policy as if it pertained to You and personnel performing services or providing products or materials on behalf of the Third Party.

13. Reporting Illegal or Unethical Behavior

If You observe or suspect any corrupt activity, please contact the applicable Intapp business team member whom works with You immediately to report such activity.

14. Political Contributions

Covered Third Party Persons may participate in the political process as individuals on their own time. However, they must make every effort to ensure that they do not create the impression that they speak or act on behalf of the Company with respect to political matters.

15. Amendment

Intapp is committed to continuously reviewing and updating our policies, and Intapp therefore reserves the right to amend this Code at any time, for any reason, subject to applicable law.