

# software **one** **code of** **conduct**

**For partners**



**GO**



# Introduction

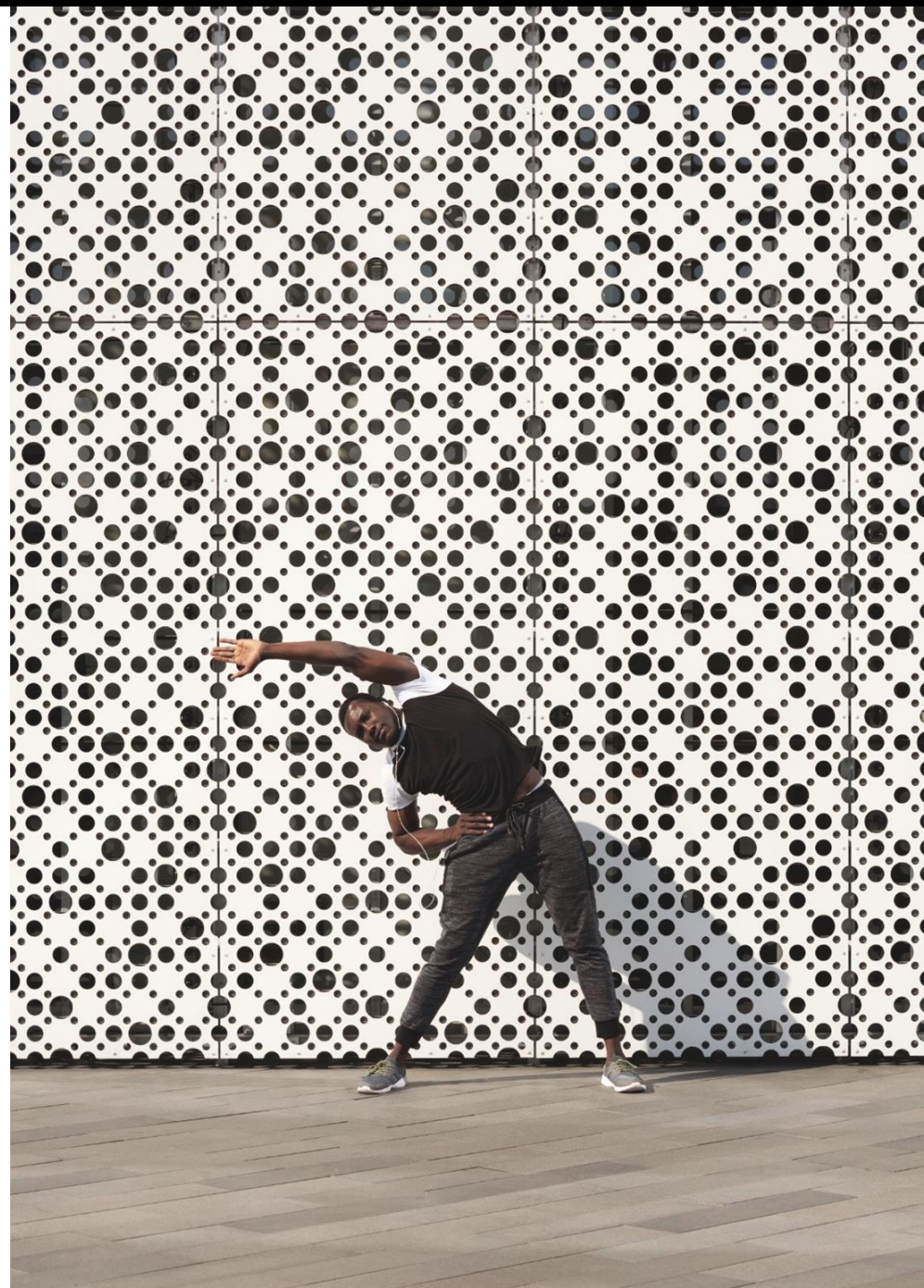


Our Code of Conduct is designed to ensure that all individuals or organizations entering into a commercial relationship with SoftwareOne understand our legal and ethical expectations imposed on partners doing business with SoftwareOne, including vendors, suppliers, distributors, resellers, contractors, subcontractors, customers and business partners (“Partners”). Acceptance and adherence to the Code of Conduct is mandatory for all Partners. At the same time, our Code of Conduct illustrates the values and standards that Partners shall expect when collaborating with SoftwareOne.

In addition to complying with all relevant laws, regulations and standards in all of the countries in which Partners operate, all Partners shall comply with this Code of Conduct, even if it stipulates a higher standard than required by national laws or regulations.

The SoftwareOne Code of Conduct for Partners is not exhaustive. The guiding principle is that the Partners will conduct themselves as responsible, honest, reliable and law-abiding individuals and business entities, who accept responsibility for their own actions and always behave ethically, with integrity and as good citizens.

Partners play a key role in achieving our mission as an integral part of our service delivery ecosystem, and building mutual trust is essential for achieving shared goals. Effective collaboration requires transparency, clear delineation of responsibilities, and a shared responsibility model that mitigates risks related to non-compliance, integrity, and data protection. Partners are also expected to participate in training programs to understand and implement the standards and principles outlined in this Code of Conduct.



**Labour and human rights** 

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**Discrimination and harassment** 

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**Environment** 

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**Anti-bribery and corruption** 

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**Public officials** 

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**Unfair competition and antitrust laws** 

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**Conflicts of interest** 

---

**Third Party Due Diligence** 

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**Intellectual property** 

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**Privacy and data protection** 

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**Information security** 

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**Confidentiality** 

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**Money-laundering, support of criminal organizations and terrorism** 

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**Trade Sanctions and Export Controls** 

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**Tax evasion** 

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**Record keeping and financial integrity** 

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**Compliance with the SoftwareOne Code of Conduct for Partners** 

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**Grievance procedures** 

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**In case of doubts or to report violations** 

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**Accountability** 

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## Labour and human rights

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We expect all our Partners to support and respect the protection of locally and internationally proclaimed labour and human rights and ensure that they are not complicit in human rights abuses. The freedom of association to form and join trade unions, including the right to collective bargaining, must be respected by the Partner and should be based on national laws and regulations.

Slave, forced, bonded or compulsory labour (including prison labour) will not be used by a Partner. Partners' employees are free to leave their employment after giving notice, as required by national law or individual employment contract. Partner will not employ persons who are below the minimum legal age for employment, and any internships or apprenticeships or other permitted forms of employment of young people must follow local laws and regulations. Partners will establish that there is no child labor present within their own organizations or within their supply chains, and will take corrective actions if child labour is found to be present.

Partner will comply with all applicable working laws and regulations on wages, committing to pay at least minimum statutory wages and on working hours, not requiring employees to work more than the legally permitted maximum number of hours a week, except in extraordinary business circumstances. Partner will provide a safe work environment that respects the health and well-being of its workforce and, if its workforce is offered accommodation, such will meet acceptable safe and sanitary living conditions, comply with local legislation, and be subject to regular inspections (if applicable within the context of local legislation).

## Discrimination and harassment

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In line with our own policies, we also expect that our Partners' employees are treated with respect and dignity. Corporal punishment, physical or verbal abuse, unlawful harassment and threats or other forms of intimidation are prohibited by Partner. All kinds of discrimination based on partiality or prejudice are also prohibited such as discrimination based on race, color, sex, sexual orientation, marital status, pregnancy, parental status, religion, political opinion, nationality, ethnic background, social origin, social status, indigenous status, disability, age, union membership and any other characteristic protected by local law, as applicable. Partner is required to establish anti-discrimination policies and systems to monitor compliance throughout its organization.

## Environment

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Partner must conduct its operations in an environmentally responsible business manner and in strict compliance with applicable environmental laws and standards. Partner commits to reducing or eliminating waste of all types, including water and energy, and to reducing greenhouse gas emissions by implementing appropriate conservation measures and by recycling, re-using, or substituting materials and energy sources. Partner should further develop and improve its environmental management system to increase energy efficiency and to incorporate renewable energy sources so as to minimize its environmental impact, in order to make steady progress with environmental challenges.

## Anti-bribery and corruption

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Partner will reject and strictly forbid any form of extortion, corruption and bribery, including improper offers for payments, or improper entertainment of its customers, employees or suppliers. Partner will not bribe public officials, clients, business partners, suppliers or any other person, nor will it encourage such to accept improper payments or to incite these persons to such behavior in order to achieve unfair advantages.

Partner understands that the making or accepting of a promise for improper payments may already be deemed corrupt behavior, even if no payment is made in the end, and acknowledges that improper entertainment is also a form of bribery. Partner is conscious of the fact that any entertainment of public officials and minor gifts extended to the same may violate national laws and will refrain from doing so.

The Partner is not allowed to bribe, transfer illicit benefits or give inappropriate gifts to any SoftwareOne employee in any form whatsoever and will check with SoftwareOne to clarify whether such benefits are appropriate. Partners must never compromise SoftwareOne's zero-tolerance approach to corruption and bribery. Partners will never engage in cash transactions / transfers when dealing with SoftwareOne.

## Public officials

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Partner must comply with all applicable national bidding and/or procurement laws when conducting business with governments, public institutions, state-owned enterprises, governmental departments, local authorities and quasi-governmental bodies. Partner must refrain from any form of bribery, corruption, or improper inducement, including inappropriate entertainment or gifts to public officials. In countries where this is prohibited, the Partner will refrain from extending any gifts or invitations to public officials. Partner commits to strictly abide by unfair competition and antitrust laws when dealing with government customers.

## Unfair competition and antitrust laws

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Partner shall comply with all competition or antitrust laws and regulations that are designed to prohibit conduct that may damage fair competition and will refrain from adopting any anti-competitive practices. Competition laws may include prohibition of agreements or undertakings among competitors, both express and implied, that have the effect or intent of fixing prices, limiting production, allocating markets or otherwise limiting competition. Examples of anticompetitive practices include information sharing with competitors, in particular with respect to pricing, production capacity and marketing plans, exploiting market dominance or market power, forming cartels, anti-competitive mergers and acquisitions and bid-rigging customers.

## Conflicts of interest

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The Partner must avoid situations that create actual or potential conflicts of interest with SoftwareOne.

The Partner must ensure that any ownership interests, financial interests, or other relationships involving SoftwareOne employees or their immediate family members are managed in a transparent manner and do not improperly influence, or appear to influence, business decisions involving SoftwareOne.

Where a SoftwareOne employee or an immediate family member of such employee works for or with the Partner, or serves as a consultant, board member, executive, or shareholder of the Partner, the Partner must promptly disclose this relationship to SoftwareOne in writing and provide sufficient details to allow SoftwareOne to assess and address any actual or potential conflict of interest.

## Third Party Due Diligence

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SoftwareOne expects Partners to actively participate in SoftwareOne's onboarding processes, respect the outcomes of these procedures, adhere to defined rules of engagement, and ensure understanding and compliance with this Partner Code of Conduct. Partners who meet SoftwareOne's integrity, compliance, security, and privacy standards become a trusted part of SoftwareOne's ecosystem.

Partners must also comply with all contractual requirements governing their relationship with SoftwareOne, including any specific obligations, conditions, or restrictions set out in partner agreements.

Partners must work only with organizations that demonstrate integrity and must ensure that their agents, consultants, subcontractors, or other third parties acting on their behalf comply with ethical standards and do not engage in unlawful or unethical practices. All engagements must be conducted on commercially reasonable, transparent, and justifiable terms consistent with SoftwareOne's standards.

## Intellectual property

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Partner acknowledges and agrees that the intellectual property of SoftwareOne, its customers and other partners and licensors including, without limitation, trademarks, service marks, brands, logos, copyrighted materials, software, documentation, methodologies, knowhow, designs and other proprietary content, is an important and valuable asset that must be protected.

Partner is responsible for clearly identifying any ownership rights or restrictions attaching to its own materials and for ensuring that all necessary rights, licences and permissions have been obtained before providing such materials to SoftwareOne.

Partner and SoftwareOne are both committed to respecting and protecting all such intellectual property and will handle it in accordance with the agreed contractual terms. Any use of intellectual property will be within the scope permitted in the relevant agreement, and at the end of the engagement (or on request) Partner commits to return or securely destroy any intellectual property of SoftwareOne, its customers and other partners and licensors.

## Privacy and data protection

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SoftwareOne is committed to the handling of personal data in a responsible and compliant manner and expects its Partners to uphold the same standards. As a Partner of SoftwareOne, you play a critical role in handling and protecting of SoftwareOne and SoftwareOne customers' personal data. Partners must comply with all applicable privacy and data protection laws and must ensure that personal data is secured properly and used solely for its intended and contractually agreed purposes. If Partner's operations involve transferring personal data across multiple jurisdictions, Partner acknowledges that restrictions on such transfers may apply and commits to respect and comply with these requirements in its activities. If Partner processes personal data on behalf of SoftwareOne or SoftwareOne's customers, it commits to implementing necessary processes and measures to safeguard such personal data and ensuring that employees are trained to handle personal data responsibly. Additionally, Partner must secure the signature of necessary agreements, aligned with applicable privacy and data protection laws. If Partner identifies any potential risk of non-compliance or any potential issue involving personal data, it is expected to promptly notify SoftwareOne, cooperate fully in investigating and resolving the matter and implement corrective actions to restore compliance and prevent recurrence.

## Information security

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SoftwareOne expects its Partners to uphold the highest standards of information security, protecting confidential business and personal data appropriately. Partners must maintain a management-approved security policy, ensure incident response, business continuity and disaster recovery plans are implemented and tested. That data is secure whilst in transit and when stored. They must have processes and technology to prevent and detect threats and promptly notify SoftwareOne of any security or privacy incidents affecting its data.

## Confidentiality

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SoftwareOne expects its Partners to protect all confidential information received under applicable agreements. Confidential information may include trade secrets, business plans or outlooks, financial data, price and customer data, information and details, new products, agreements with suppliers, internal communications, information relating to legal proceedings and similar. Partner can only use such information to fulfil its contractual obligations and must restrict access to those who have a need-to-know. Partner commits to return or promptly destroy (at SoftwareOne's request) all such confidential information as set out in the applicable agreement. The commitment to preserve the confidentiality of all such information will survive the end of a contractual relationship for the period specified in the applicable agreement or as otherwise required by law.

## Money-laundering, support of criminal organizations and terrorism

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Partner shall only service honest and trustworthy customers and business partners and will immediately terminate any business contact if it becomes aware of the fact that a customer or business partner is committing crimes or securing financial gain by criminal means. Money laundering is the practice of disguising the ownership or source of illegally obtained funds through a series of transactions to "clean" the funds, so they appear to be proceeds from legal activities. Partner will take all necessary measures to prevent money laundering within its area of influence and will inform SoftwareOne of all suspicious transactions or behavior.

## Trade Sanctions and Export Controls

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Partner must comply with all applicable export control and trade sanctions laws and regulations, including those of the United States, the United Nations, the European Union, and any other jurisdictions that apply to the Partner's activities with SoftwareOne.

Partner must provide SoftwareOne with any information reasonably required to enable SoftwareOne to comply with applicable export control and sanctions laws.

If the Partner becomes subject to trade sanctions or is listed on any applicable sanctions or restricted-party list, the Partner must promptly notify SoftwareOne. In such circumstances, SoftwareOne reserves the right to terminate the contractual relationship with immediate effect.

## Tax evasion

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Partner must comply with all applicable tax laws and must not engage in any activity, practice, or conduct that constitutes tax evasion or the facilitation of tax evasion.

Partner must take reasonable steps to ensure that its employees, agents, subcontractors, and other third parties acting on its behalf do not engage in tax evasion or the facilitation of tax evasion in connection with activities involving SoftwareOne.

## Record keeping and financial integrity

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All records and reporting of information of the Partner, including financial records, must be accurate, complete, timely and must accurately reflect the condition, operations, and financial results of the business to which they relate. Partner is prohibited from holding funds or engaging in false or improper accounting practices. Insider or non-public material information must never be shared or traded. Partner must respect intellectual property rights, ensure that technology and know-how are transferred in a way that protects these rights, and safeguard customer and supplier information. The Partner acknowledges that it is subject to laws and regulations, as well as to contractual obligations, relating to records preservation.

## Compliance with the SoftwareOne Code of Conduct for Partners

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Partner shall not cover up any information that may compromise SoftwareOne's interests. Partner will strictly manage the conduct of its officers and employees and will ensure that its officers and employees abide by the principles contained in this Code of Conduct. In addition, Partner will make this Code of Conduct available to its own respective partners and demand adherence to a standard not lower than contained in this Code. To ensure compliance with this Code of Conduct, Partner shall put in place adequate internal procedures, including regular training for its officers, employees, partners and subcontractors. Partner must promptly report any actual or suspected violations of this Code of Conduct to SoftwareOne and cooperate fully in investigating such issues. Where violations occur, Partner agrees to participate in joint remediation measures with SoftwareOne to address and correct the issue, prevent recurrence, and restore compliance. Partner further agrees to permit SoftwareOne and/ or any of SoftwareOne's third party representatives to conduct reasonable audits to verify adherence to this Code of Conduct.

## Grievance procedures

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Partner must establish a grievance mechanism that allows its employees to report any disputes or complaints, in particular in connection with employment practices, corruption or human rights. Partner will record and document the procedures followed and the measures taken to resolve such grievances.

Partners and their employees may also make use of SoftwareOne's (whistleblowing) helpline which is available and accessible to external parties. See the section below for additional information.

## In case of doubts or to report violations

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SoftwareOne has established the [Integrity Line](#) and the [External Reporting Hotline](#) to enable third parties to report concerns or potential misconduct. These mechanisms align with the [EU Whistleblower Protection Directive \(Directive \(EU\) 2019/1937\)](#) and reflect SoftwareOne's commitment to ethical operations and transparency.

As part of this commitment, SoftwareOne expects its Partners to uphold the highest standards of integrity. Partners are required to inform SoftwareOne in a timely manner of any suspected violations of this Code of Conduct for Partners. If the Partner has any questions regarding the SoftwareOne Code of Conduct for Partners, doubts as to whether its actions are compliant with the Code or if aware of any violations of the Code, it is encouraged to seek assistance and clarification from SoftwareOne directly through any of the following methods by contacting:

Email: [compliance.global@softwareone.com](mailto:compliance.global@softwareone.com)

Address: SoftwareOne AG, Group Compliance Officer  
Neue Winterthurerstrasse 82, 8304 Wallisellen, Switzerland

## Our Commitment to Ethical and Legal Standards

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Our Code of Conduct for Partners is informed by internationally recognized frameworks, including the UN Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, and the ILO Fundamental Conventions. Where this Code establishes standards that go beyond applicable local laws or regulations, Partners are expected to adhere to the higher standard set out in this Code while continuing to comply with all applicable laws.

## Penalties

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Violations of this Code of Conduct for Partners may result in the termination of the business relationship with the Partner. In addition, SoftwareOne reserves the right to claim indemnification for all losses incurred caused by Partner's violation of this Code of Conduct. This SoftwareOne Code of Conduct for Partners was established in March 2014 and last revised in March 2026.



# Thank you

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**Version: 6.00**

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