

# CODE OF CONDUCT FOR SOFTWAREONE PARTNERS

This Code of Conduct for Partners of SoftwareONE ("Code of Conduct") is released to promote and ensure the absolute integrity of SoftwareONE's business dealings with its Partners. It seeks to establish clear compliance standards and ethical principles to be adhered to by all Partners.

## PURPOSE

The present Code of Conduct reflects SoftwareONE's understanding of compliance with the applicable laws and standards and aims at ensuring that SoftwareONE Partners ("Partners"), i.e. suppliers, distributors, contractors and others entering into a contractual relationship with SoftwareONE, understand and adhere to these legal and ethical requirements. At the same time, the present Code of Conduct illustrates the values and standards that Partners shall expect when collaborating with SoftwareONE. Acceptance and adherence to this Code is mandatory for all Partners.

The SoftwareONE Code of Conduct for Partners was established in March 2014 and revised in October 2019.

### 1 Labor Standards

Partner supports and respects the protection of internationally proclaimed human rights. Partner will abide by international labor standards, including legislation prohibiting slavery and human trafficking. Corporal punishment, physical or verbal abuse, harassment of any kind, and threats or other forms of intimidation are prohibited by Partner. Partner will not employ persons who are below the minimum legal age for employment. Partner will put adequate measures in place to protect the health and safety of its employees.

### 2 Discrimination and Harassment

Partner employees are treated with respect and dignity. All kinds of discrimination based on partiality or prejudice is 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.

### 3 Anti-Corruption

Partner will reject and strictly forbid any form of extortion and bribery, in particular improper offers for payments, or improper entertainment of its customers, employees or suppliers. Partner will not bribe government 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 or entertainment may already be deemed corrupt behaviour, even if no payment or invitation is made. Partner is not allowed to bribe, transfer illicit benefits or

give inappropriate gifts or invitations to any SoftwareONE employee in any form whatsoever.

## **4 Unfair Competition and Antitrust Laws**

Partner shall comply with all competition or antitrust laws and regulations that are designed to prohibit conduct that may damage fair competition. These laws include prohibition of agreements or undertakings among competitors, both express and implied, with the effect or intent of fixing prices, limiting production, allocating markets or otherwise limiting competition. In addition, Partner will refrain from sharing information concerning pricing, production capacity, marketing plans, and related matters with competitors.

## **5 Money-Laundering, Support of Criminal Organizations and Terrorism**

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.

## **6 Conflicts of Interest**

Partner shall not allow a SoftwareONE employee or family members of such employee to have a stake in the Partner company. If a SoftwareONE employee or his/her immediate family member works for or with a Partner, or acts as a consultant, board member, executive, or shareholder of the Partner, the Partner shall report such a situation to SoftwareONE immediately.

## **7 Government Officials**

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 conduct that could be perceived as corrupt behaviour, including improper entertainment and/or extending inappropriate gifts.

## **8 Export Controls**

Partner will strictly abide by applicable national laws, regulations and resolutions on export control as well as all export control laws of the United States, the United Nations, the European Union and/or other applicable laws. Partner shall disclose to SoftwareONE all necessary information that may be required by SoftwareONE to

equally comply export control laws. If Partner is placed on a trade sanctions list or is otherwise affected by export controls laws, SoftwareONE may terminate the contractual relationship with immediate effect, without any compensation owed to Partner.

## **9 The Environment**

Partner must conduct its operations in an environmentally responsible business manner and in compliance with applicable environmental laws and standards.

## **10 Privacy and Data Protection**

All SoftwareONE customers that interact with a Partner have legitimate expectations that both SoftwareONE and the Partner will handle personal information responsibly. Partner will comply with all applicable data protection and privacy laws and will ensure that personal data is obtained and processed properly, kept securely and only used for those business purposes for which the data was obtained. If Partner processes personal data of SoftwareONE customers, Partner commits to putting in place all necessary and appropriate processes and data protection measures, and ensures that its employees abide by such processes and measures.

## **11 Confidentiality**

Partner must not disclose SoftwareONE's confidential information without SoftwareONE's prior consent and will only use such information on a need-to-know basis in order to perform its contractual obligations. Partner commits to return or promptly destroy all such confidential information once its contractual relationship with SoftwareONE has concluded.

## **12 Compliance with SoftwareONE Code of Conduct**

Partner will strictly manage the conduct of its employees and ensure that its employees abide by the principles contained in this Code of Conduct. In addition, Partner will ensure that its own respective partners adhere to standards not lower than those contained in this Code.

## 13 In case of doubts or to report violations

Should Partner have any doubts as to whether its actions are compliant with the SoftwareONE Code of Conduct for Partners or if aware of any violations of this 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)

Mail: SoftwareONE AG  
Attn: Group Compliance Officer  
Richtistrasse 7  
8304 Wallisellen  
Switzerland

Any violation of this Code of Conduct for Partners may result in the immediate 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.