



Code of Conduct for SoftwareONE Partners

The present Code of Conduct aims at ensuring that a partner entering into a contractual relationship with SoftwareONE understands the legal and ethical requirements imposed on partners doing business with SoftwareONE. At the same time, the present Code of Conduct illustrates the values and standards that a partner may expect to encounter when collaborating with SoftwareONE.

Purpose

SoftwareONE is committed to operate its business as an ethical company, with integrity and as a good corporate citizen. In turn, SoftwareONE expects its partners to adopt and abide by the same principles and good practices. This Code of Conduct for SoftwareONE Partners is directed at all persons that have a business relationship with SoftwareONE including, but not limited, to customers, software licensors, VARassist Partners, sub-contractors and suppliers.

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

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

1. Labor Standards

A partner supports and respects the protection of internationally proclaimed human rights. It makes sure that it is not complicit in human rights abuses. As far as any relevant laws allow, all of its employees are free to form and to join trade unions or similar external representative organizations and to bargain collectively. Forced, bonded or compulsory labor will not be used by a partner and its employees are free to leave their employment after reasonable notice as required by national law or contract. No person will be employed by a partner who is below the minimum legal age for employment.

2. Elimination of Discrimination

All employees of a partner are treated with respect and dignity. Corporal punishment, physical or verbal abuse or other unlawful harassment and any threats or other forms of intimidation is prohibited by the partner. 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

A partner will reject and strictly forbid any form of extortion and bribery, including improper offers for payments to or from, or improper entertainment of its customers, employees or suppliers. A partner will not bribe office holders, 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. A partner accepts that already the making or accepting of a promise for improper payments is deemed corrupt behaviour, even if no payment is made in the end. It acknowledges that improper entertainment is also a form of bribing.

4. The Environment

A partner commits to reducing or eliminating waste of all types, including water and energy, by implementing appropriate conservation measures and by recycling, re-using, or substituting materials.

5. Privacy

All SoftwareONE customers that interact with a SoftwareONE partner have legitimate expectations that both SoftwareONE and the partner will handle their personal information responsibly. A partner will comply with all applicable data protection and privacy laws and ensure that any personal data is obtained properly, kept securely and is used only for those business purposes for which the data was obtained. The partner acknowledges that there are rules on sending personal data between certain countries and is aware that such restrictions may apply to its activities. The partner will put in place all necessary and appropriate process, and ensure that its staff abides by such processes, to safeguard confidential information, including the protection of data by means of passwords and similar safeguards.

6. Confidentiality

Confidential information may include trade secrets, business plans or outlooks, financial data, price and customer details, new products, agreements with suppliers, internal communications, information relating to legal proceedings and similar. A partner must not disclose SoftwareONE's confidential information and will only use such information on a need to know basis in order to perform its contractual obligations. The partner commits to return or promptly destroy all such confidential information once its contractual relationship with SoftwareONE has concluded. The commitment to preserve the confidentiality of all such information will survive the end of the contractual relationship.

7. Intellectual Property

A partner acknowledges that SoftwareONE's intellectual property is an important asset. It is committed to protecting the SoftwareONE brands, as well as the brands of the SoftwareONE clients.

In return, SoftwareONE commits to protecting the intellectual property of the partner and will not distribute or alter copyrighted materials without permission of the partner.

8. Record Keeping and Financial Integrity

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. The partner acknowledges that it is subject to laws and regulations, as well as to contractual obligations, relating to records preservation.

9. Competition Laws

A partner shall comply with all competition or antitrust laws and regulations that are designed to prohibit conduct, which 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, the partner will refrain from sharing information concerning pricing, production capacity, marketing plans, and related matters with competitors, as well as certain anticompetitive practices involving suppliers or customers that may be prohibited by these laws.

10. In case of doubts

Should a partner have any doubts as to whether its actions are compliant with the Code of Conduct for SoftwareONE Partners, it is encouraged to seek assistance and clarification from SoftwareONE directly at: compliance.global@SoftwareONE.com