

# Business Partner Code of Conduct

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# A Message from the CEO

**Dear Business Partner,**

At Sinch, our ambition is to connect every business with every customer, everywhere in the world. As our valued partner, you are an essential part of making this vision a reality. Today, that connection is becoming more powerful than ever. Together, we are at the forefront of a major industry shift, moving beyond simple interactions to a world of agentic messaging where technology acts on behalf of users.

This new era of intelligent communications is incredibly exciting, but it places responsibility on all of us. To lead the way, we must be the most trusted foundation for these interactions. The trust that customers place in our collective ecosystem is our most valuable shared asset.

Our Business Partner Code of Conduct (the "Code") outlines the principles of integrity and ethical conduct we are committed to as a network. It is the foundation for how we will win together – responsibly. Upholding these principles is a shared responsibility. We believe that by working together with a clear and mutual commitment to integrity, we build stronger relationships and create more sustainable value for everyone.

All Business Partners are required to confirm their commitment to upholding the Code. Should there be any alleged or actual breach, we expect you to promptly notify Sinch so that we can work together to ensure timely remediation.

I am committed to ensuring that our business acts with integrity, does business the right way, and considers our impact on the world. Together, we will lead the market by acting with integrity and winning as one team.

**Laurinda Pang**  
CEO



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# 1. About this Code

Doing business with integrity is the foundation of Sinch's business principles.

This Business Partner Code of Conduct (the "**Code**") sets out the standards and expectations for all suppliers, service providers, distributors, resellers, agents, and other third parties that provide goods or services to, or act on behalf of, Sinch AB (publ.) and all its subsidiaries (collectively "**Sinch**"). These entities are referred to collectively as "**Business Partners**" throughout this Code.

## Scope and Application

This Code applies to each Business Partner and extends to all individuals acting for or on behalf of the Business Partner, including its directors, officers, employees, workers, agents, and consultants (collectively, "Business Partner Personnel"). Business Partners should use commercially reasonable efforts to promote compliance with these principles among their vendors, suppliers, and subcontractors (collectively, "Sub-Suppliers").

All Business Partners must follow this Code and comply with all applicable laws and regulations when conducting business with, for, or on behalf of Sinch. Where the requirements in this Code exceed local standards, the Business Partner is expected to meet the higher standard, provided that nothing in the Code requires conduct that would violate the applicable mandatory local law. Where a conflict exists, Business Partner must notify Sinch promptly so the parties can agree on appropriate alternative measures.

If any law would make compliance with any part of this Code impossible or unlawful, the Business Partner must inform Sinch as soon as possible in the manner required for giving notices under the applicable agreement.

## Framework and Standards

The framework for this Code is based on:

- The United Nations Global Compact's Ten Principles
- The United Nations Guiding Principles on Business and Human Rights
- The International Bill of Human Rights
- The OECD Guidelines for Multinational Enterprises
- The International Labour Organization's Declaration on Fundamental Principles and Rights at Work
- The Children's Rights and Business Principles
- The Paris Agreement's 1.5°C Ambition

Sinch understands the complexity in global supply chains and is committed to engaging with our Business Partners to ensure continuous and measurable improvements over time.

## Qualifying Condition

Compliance with this Code, or an agreed equivalent standard, is a mandatory condition for entering into and maintaining a business relationship with Sinch.

# 2. Integrity in the Workplace

## 2.1 Human Rights and Labor Standards

Business Partners must respect all internationally recognized human rights. The expectations in this Code apply to all workers, whether full-time/permanent, temporary, migrant, student, contract, or otherwise.

**Business Partners must:**

- Respect and uphold the human rights of all individuals affected by their operations
- Ensure their operations do not cause or contribute to human rights abuses
- Address any adverse human rights impacts promptly and transparently

## 2.2 Freedom of Association

Sinch respects the rights of workers to organize and bargain collectively in accordance with local law.

**Business Partners must:**

- Respect the rights of all workers to form and join trade unions, bargain collectively, and engage in peaceful assembly, or to refrain from doing so
- Ensure workers and their representatives can communicate openly with management regarding working conditions without fear of discrimination, reprisal intimidation, or harassment
- Not interfere with workers' organizations; where freedom of association is restricted by local law, allow workers to freely elect their own representatives

## 2.3 Prevention of Forced Labor

Sinch has zero tolerance for all forms of forced labor, human trafficking, and modern slavery.

**Business Partners must:**

- Not use or tolerate forced, bonded, or indentured labor; involuntary or exploitative prison labor; slavery; or human trafficking in any form
- Ensure all work is voluntary and workers are free to leave employment after giving reasonable notice without penalty
- Never hold, destroy, conceal, or confiscate workers' identity or immigration documents (unless required by law, in which case workers must have unrestricted access to their documents)
- Not impose unreasonable restrictions on workers' freedom of movement
- Ensure workers are not required to pay recruitment fees

If required by applicable law (including the UK Modern Slavery Act, the Australian Modern Slavery Act 2018, or equivalent legislation in any other jurisdiction), Business Partners must publish an annual statement describing steps taken to prevent modern slavery in their operations and supply chains.

## 2.4 Prevention of Child Labor

Child labor is prohibited in any stage of Sinch's Business Partners' operations.

**Business Partners must:**

- Not employ any person below the applicable minimum working age, or compulsory school leaving age – whichever is highest – and implement appropriate age verification
- Ensure workers under the age of 18 do not perform hazardous work, night shifts or overtime
- If child labor is discovered, take immediate action in the best interests of the child

## 2.5 Non-Discrimination and Fair Treatment

Every individual deserves to be treated with respect and dignity.

**Business Partners must:**

- Ensure all workers are treated with respect and dignity
- Prohibit corporal punishment, physical or verbal abuse, harassment, and any form of discrimination based on any characteristic protected by local law, for example race, age, gender or gender identity, sexual orientation, marital status, pregnancy, religion, political opinion, or ethnic background

## 2.6 Fair Employment Conditions

Fair and transparent employment conditions are fundamental to decent work.

**Business Partners must:**

- Provide all workers with written employment agreements that clearly describe terms and conditions in a language they understand
- Ensure workers understand their employment conditions
- Pay compensation that complies with all applicable wage laws, including minimum wage, overtime, and legally mandated benefits, or industry standards, whichever is higher

Sinch encourages Business Partners to work toward paying a living wage that meets the basic needs of workers and their families.

## 2.7 Safe and Healthy Working Environment

Sinch is committed to ensuring all individuals working on its behalf operate in safe and healthy conditions.

**Business Partners must:**

- Provide a safe working environment in accordance with internationally recognized standards
- Provide workers with appropriate personal protective equipment and training on its use
- Ensure workers are informed of their health and safety responsibilities, maintain open communication on workplace hazards, and provide adequate and regular training
- Where Business Partners provide worker accommodation, ensure it is clean, safe, and meets the basic needs of workers and, where applicable, their families

# 3. Integrity in Business Conduct

## 3.1 Anti-Corruption and Bribery

Sinch has zero tolerance for all forms of corruption and bribery.

**Business Partners must:**

- Maintain a zero-tolerance policy toward all forms of bribery and corruption
- Never offer, promise, authorize, give, request, agree to receive, or accept anything of value, directly or indirectly through any third party, to improperly obtain or retain business, influence business decisions, or secure an unfair advantage
- Never make facilitating payments to government officials (payments to expedite routine, non-discretionary government actions)
- Not use agents, intermediaries, or middlemen to channel payments that would facilitate corruption
- Exercise appropriate due diligence for anti-corruption purposes when selecting and monitoring third parties acting on their behalf
- Implement appropriate monitoring, record-keeping, and enforcement procedures to ensure anti-corruption compliance
- To the best of their knowledge, having made reasonable inquiries, disclose to Sinch at the time of entering into an agreement with Sinch, and promptly upon any material change, if any Politically Exposed Person (PEP), their family members (e.g. spouse, children, and parents), or known associates have a controlling financial interest in or significant control over the Business Partner's organization or if the organization is otherwise affiliated with a PEP.

## 3.2 Gifts and Hospitality

Business courtesies must never create the appearance of impropriety or improperly influence business decisions.

**Business Partners must:**

- Limit gifts to or from Sinch personnel to items of nominal value, consistent with local customary business practices, such as low-value promotional items
- Ensure any hospitality (meals, events, entertainment) provided to Sinch or its representatives has a legitimate business purpose and reasonable cost in relation to the geographical area where the costs are incurred
- Not offer or accept gifts or hospitality to Sinch or its representatives during contract negotiations, bidding, or award processes that could reasonably be perceived as intended to influence the outcome of those processes

## 3.3 Conflicts of Interest

Business decisions must be made objectively and in Sinch's best interest.

**Business Partners must:**

- Disclose to Sinch any situation that could create an actual or perceived conflict of interest, including:

- Material financial interests in Sinch competitors, customers, or suppliers that could reasonably be expected to influence the Business Partner's decisions or action in relation to Sinch.
- Personal or family relationships with Sinch employees involved in the business relationship
- Any other circumstance that could impair objective decision-making
- Not accept commissions, undisclosed compensation, or other benefits from other parties that could create a conflict of interest
- Cooperate with Sinch to mitigate any identified conflicts

## 3.4 Accurate Books and Records

Transparency and accuracy in business records are essential.

### **Business Partners must:**

- Perform all business dealings involving Sinch transparently and accurately reflect them in their books and records
- Never falsify records or misrepresent conditions or practices

## 3.5 Confidential Information

Protecting confidential information is essential to the business relationship.

### **Business Partners must:**

- Limit disclosure of Sinch confidential information to authorized personnel
- Enter into written confidentiality agreements as required by their agreement with Sinch
- Only share Sinch confidential information with external parties after receiving Sinch's prior written consent and ensuring appropriate confidentiality protections are in place

## 3.6 Intellectual Property

Sinch's intellectual property rights must be respected and protected.

### **Business Partners must:**

- Respect Sinch's intellectual property rights, including patents, trademarks, copyrights, and trade secrets
- Transfer technology and know-how only in ways that protect Sinch's intellectual property rights and safeguard Sinch and its related customers' information
- Report any suspected infringement of Sinch's intellectual property rights promptly to appropriate management

## 3.7 Data Privacy and Security

Protecting personal data is both a legal requirement and an ethical obligation.

### **Business Partners must:**

- Comply with applicable privacy and data protection laws when personal information is collected, stored, processed, transmitted, or shared

- Process personal data lawfully, fairly, and transparently; limit processing to specific documented purposes; and maintain data accuracy, integrity, and confidentiality
- Implement adequate physical, electronic, and administrative safeguards to prevent unauthorized access or disclosure
- Never knowingly collect personal data from children under 13 years of age
- Notify Sinch, upon becoming aware of any data breach that may affect Sinch data or Sinch customers, consistent with their obligations under agreed contractual terms and applicable law

## 3.8 Acceptable Use of Sinch Products

Sinch products and services may only be used for legitimate purposes, in line with our Acceptable Use Policies and relevant contractual terms and conditions.

**Business Partners must:**

- Ensure products sold on behalf of Sinch comply with Sinch's Acceptable Use Policies (available at [sinch.com](https://sinch.com)) and related contracts and accompanying terms and conditions
- Never use or enable the use of Sinch products for illegal, fraudulent, harmful, or unethical purposes

Sinch reserves the right to suspend or terminate services that contravene the Acceptable Use Policies and to seek damages.

## 3.9 Responsible Use of Artificial Intelligence

Artificial intelligence presents both opportunities and risks that require responsible governance.

**Business Partners must:**

If Business Partners develop, deploy, or utilize artificial intelligence, machine learning, autonomous systems, or similar technologies for or with Sinch:

- Ensure the technology is trustworthy and developed, deployed, and operated in accordance with applicable laws, regulations and globally recognized ethical standards, such as the OECD AI Principles

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# 4. Integrity in the Market

## 4.1 Fair Competition

Sinch believes in fair competition and the proper operation of free markets.

**Business Partners must:**

- Never engage in bid rigging, price fixing, market allocation, or other anti-competitive practices
- Never enter into improper agreements or share sensitive information with competitors regarding pricing, markets, or strategy
- Only collect competitive intelligence from legitimate open sources
- Comply with all applicable competition and antitrust laws

## 4.2 Sanctions and Export Controls

Compliance with international trade laws is critical to Sinch's global operations.

**Business Partners must:**

- Comply with all applicable trade sanctions, export controls, and embargo laws administered by the United Nations, European Union, United States, United Kingdom, and any other relevant jurisdiction
- Ensure no sanctioned parties, countries, or territories are involved in transactions with or on behalf of Sinch
- Obtain any required export control licenses before transferring controlled products, technology, or services
- Immediately notify Sinch upon becoming aware of any potential trade compliance issues

## 4.3 Anti-Money Laundering

Sinch does not tolerate any activity that could facilitate money laundering or terrorism financing.

**Business Partners must:**

- Not engage in or facilitate money laundering or terrorism financing
- Never accept funds if Business Partners suspect they may relate to criminal activity
- Immediately report any suspicious transactions to Sinch

## 4.4 Insider Information

As a publicly listed company, Sinch is subject to strict rules regarding inside information.

**Business Partners must:**

- Comply with all laws and regulations applicable to dealing in securities
- Keep any inside information confidential until it has been publicly disclosed
- Never trade in Sinch securities, or provide inside information to others for trading purposes, while in possession of inside information
- Promptly consult with your respective Sinch contact if you have questions about handling sensitive information

## 4.5 Public Communications

Protecting Sinch's reputation requires careful management of public communications.

**Business Partners must:**

- Not make public communications about Sinch unless authorized to do so
- When participating in public debates or social media, clearly distinguish between their personal views and their role as a Sinch Business Partner
- Not suggest or imply Sinch endorsement of your personal political views or activities

# 5. Integrity as a Force for Good

## 5.1 Environmental Responsibility

Sinch is committed to limiting its impact on the environment and requires its Business Partners to uphold the same standards.

**Business Partners must:**

- Develop, implement, and maintain environmentally responsible business practices appropriate to the nature and scale of their operations
- Identify environmental impacts of their operations and minimize adverse effects where possible
- Obtain, maintain, and comply with all required environmental permits and approvals

## 5.2 Climate and Emissions

Climate change is one of the defining challenges of our time, and collective action is essential. Sinch has set climate targets aligned with the Science Based Targets initiative (SBTi) and encourages all Business Partners to develop plans to reduce greenhouse gas emissions and set targets aligned with the Paris Agreement's 1.5°C ambition

**Business Partners with high climate impact, including those with energy-intensive operations such as data centers, cloud services, network infrastructure, and hardware providers, particularly where fossil-based energy is used, must:**

- Where applicable, provide annually relevant GHG emissions data and certificates (e.g., RECs/EACs) related to products or services supplied to Sinch, in line with recognized reporting standards

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# 6. Management Systems and Due Diligence

Effective management systems are essential to implementing the requirements of this Code. Business Partner must implement management systems and due diligence processes proportionate to the size, nature, and risk profile of their operations.

**Business Partners must:**

- Identify, prevent, mitigate, and account for actual and potential adverse impacts on human rights and the environment in their own operations and value chain
- Establish and maintain a grievance mechanism appropriate to the size and nature of their operations, which may include existing HR reporting channels or third-party mechanisms, through which workers, communities, and other stakeholders can raise concerns without fear of retaliation
- Ensure Business Partner Personnel are adequately trained on the requirements of this Code

# 7. Monitoring and Verification

Sinch reserves the right to verify compliance with this Code in relation to matters directly connected to the Business Partner's performance under its agreement with Sinch.

**Business Partners must:**

- Cooperate fully with Sinch's compliance verification activities, which may include self-assessments, surveys, site visits, and audits (conducted by Sinch or independent third parties)
- Maintain relevant records demonstrating compliance
- Upon written request, and not more than once in any twelve (12) month period (absent reasonable suspicion of a material breach), provide requested documents and information within thirty (30) business days and, if necessary, allow Sinch representatives reasonable access to the Business Partner's premises
- Make relevant personnel available to answer questions and clarify facts

Sinch will provide no less than ten (10) business days' advance notice of any audit request, except where there is reasonable cause to suspect a material breach of this Code. Audits will be conducted in a manner that minimizes disruption to the Business Partner's operations and will be limited in scope to matters directly related to the business relationship with Sinch.

Sinch may request access to books, records, invoices, expense reports, and payment information pertaining to the business relationship, as well as information regarding Sub-Suppliers as reasonably necessary. Sinch will ensure strict confidentiality for all information and documentation obtained through audits discussed above.

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# 8. Reporting Concerns

Sinch encourages Business Partners to speak up when something doesn't seem right. If Business Partners are aware of any violation, or suspected violation, of this Code, unethical behavior, or have a concern:

- Contact the primary Sinch relationship manager
- Report via **Sinch SpeakUp**, Sinch's independent ethics and compliance reporting channel:
  - Website: [Legal Compliance – Sinch](#)
  - Report a concern: [Speak-Up Line](#)

**SpeakUp** is hosted by an independent third party, is available 24/7, and permits anonymous reporting where local law allows.

**Business Partners must:**

- Promptly report any significant or material breach of this Code, in their own operations or their Sub-Suppliers' operations, to Sinch promptly and without undue delay
- Maintain programs that protect the confidentiality and anonymity of whistleblowers, and prohibit retaliation against those who report concerns in good faith

**Sinch prohibits any discrimination or retaliation against individuals who report suspected violations in good faith.**

All reports will be reviewed by Sinch Group Ethics & Compliance and handled in accordance with applicable law.

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## 9. Consequences of Non-Compliance

This Code is a vital part of Sinch's agreements with its Business Partners.

Where a Business Partner does not comply with this Code, Sinch will take appropriate steps to address the non-compliance, protect the Sinch brand, and manage associated risk.

Where adverse impacts are identified, Business Partners must cooperate with Sinch in developing and implementing appropriate corrective action plans with defined timelines, prioritizing the interests of affected persons and communities.

Significant or recurring breaches without corrective and remedial action, or lack of cooperation, constitute a material breach of contract and may result in:

- Reduction or suspension of business
- In cases of material non-compliance, Sinch may, following written notice and a reasonable cure period of not less than third (30) days, proportionately reduce payments directly attributable to the non-compliant activity.
- Termination of the business relationship by Sinch for material breach

Sinch reserves the right to make these determinations acting reasonably, considering the nature and severity of the breach, the Business Partner's remediation efforts, and the impact on Sinch and affected stakeholders.

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