

# sinch



## Partner Code of Conduct

Version 2.0 – 2021

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# 1. Introduction

The Sinch Partner Code of Conduct (“**Code of Conduct**”) applies to all partners (together the “**Partners**”, each a “**Partner**”) to Sinch AB (publ) and all its subsidiaries from time to time (referred to as “**Sinch**”).

All Partners that have a direct contractual relationship with Sinch (the “**Agreement**”) must follow this Code of Conduct or adhere to the Electronic Industry Citizenship Coalition (EICC) Code of Conduct, when conducting business and in relationship with colleagues, customers, suppliers and other contacts. All Partners must also comply with applicable law.

Sinch expects that all Partners shall adhere to UN Global Compacts 10 Principles.

Sinch cares for the environment through its commitment to good environmental practices.

Sinch believes to have made, and will continue to make, proper provision for the health, safety and welfare of all who may be affected by Sinch’s activities.

Sinch strives towards achieving high standards of business conduct and we expect the same approach from those with whom we do business.

This Code of Conduct describes the minimum standards that we expect our Partners to follow, and applies not only to the Partner itself but also to its Board of Directors, all employees, staff, consultants (referred to as “**Partner Employees**”), as well as vendors, and everyone else acting on behalf of the Partner (referred to as “**Sub-Suppliers**”).

## 2. General Conditions

### 2.1 Applications of Rules

If a Partner breaches this Code of Conduct, it shall be seen as a material breach of the relevant Agreement and entitle Sinch to terminate such Agreement.

### 2.2 National Law

Each Partner shall comply with applicable local laws. Where the provisions of applicable local laws and this Code of Conduct address the same subject, and are not in conflict, the highest standard shall be applied if not in conflict with applicable local laws.

## 3. Labor standards and Human rights

### 3.1 Human Rights

Each Partner shall support and respect the protection of internationally proclaimed human rights. Each Partner shall make sure that it is not complicit in human rights abuses.

### 3.2 Labor Unions

As far as any relevant laws allow, all Partner Employees shall be free to form and to join or not to join trade unions or similar external representative organizations and to bargain collectively.



### 3.3 Forced Labor

Each Partner shall ensure that all Partner Employees shall be free to leave his/her employment or contract after giving reasonable notice.

Each Partner shall ensure that no Partner Employees shall be required to handover deposits of money, identity papers or similar in order to get or keep his/her employment or contract. The relationship between each Partner and its Partner Employees shall be free from threats.

### 3.4 Child Labor

Each Partner shall follow United Nations Convention on rights of the Child.

Each Partner shall not have any Partner Employee who is below the minimum legal age for employment. Minimum age is the age of completion of compulsory schooling, or not less than 15 years.

Each Partner shall ensure that children are not employed for any hazardous work, or work that is inconsistent with the child's personal development. A child means a person below the age of 18 years, as defined in Article 1 of the United Nations Convention on the Rights of the Child.

### 3.5 Elimination of Discrimination

Each Partner shall ensure that its Partner Employees are treated with respect and dignity. Corporal punishment, physical or verbal abuse or other unlawful harassment discrimination based on partiality or prejudice is 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.

Each Partner shall see to it that its Partner Employees with the same qualifications, experience and performance receive equal pay for equal work with respect to their relevant comparators.

### 3.6 Employment Conditions

Each Partner shall ensure that its Partner Employees have written agreements and that they understand their employment conditions. Each Partner shall make sure that pay and terms are fair and reasonable and comply at a minimum with national laws or industry standards whichever is higher. Each Partner's working hours shall comply with national laws and must not be excessive.

### 3.7 Health and Safety

Each Partner shall be committed to providing a safe working environment for its Partner Employees in accordance with internationally recognized standards.

Each Partner shall do its utmost to control hazards and take necessary precautionary measures against accidents and occupational diseases. Whenever necessary, Partner Employees are to be provided with, and instructed to use, appropriate personal protective equipment.

Each Partner shall inform its Partner Employees that they have a responsibility to take reasonable care of themselves and others while at work, adhere to safety rules and work procedures, use safety equipment provided, and to participate positively in the maintenance of safe and healthy conditions in the workplace and the task of preserving a sound environment.



Each Partner shall maintain a proactive communications strategy between all Partner Employees to stimulate continuous improvement and promote and develop good health, safety and environmental practices.

Each Partner shall provide adequate and regular training to ensure that Partner Employees are adequately educated on health and safety issues.

Each Partner shall secure that, where it provides accommodation, it shall be clean, safe and meet the basic needs of the Partner Employees, and, when applicable, for their families.

## 4. Intellectual Property

### 4.1 Intellectual Property Rights

Each Partner shall ensure that intellectual property rights are to be respected. Transfer of technology and know-how is to be done in a manner that protects intellectual property rights.

Each Partner shall have a process in place to make sure that no intellectual property rights are infringed.

Each Partner shall ensure that its Partner Employees understand the importance of protecting Sinch's and others intellectual property rights.

Each Partner shall ensure that any Partner Employee who suspects intellectual property rights infringements shall report it to the general legal counsel of the Partner or other appropriate manager in order for actions to be taken.

In case of intellectual property rights infringement, appropriate action shall be taken by the relevant Partner to correct such infringement immediately.

### 4.2 Copyright Materials

Each Partner shall provide Partner Employees with legally purchased copyright material determined to be necessary for Partner Employees to perform their job responsibilities. Each Partner shall ensure that its Partner Employees follow legal guidelines regarding the use of copyright material.

Each Partner shall ensure that its Partner Employees learn about the copyright status of any material copied for distribution either internally or externally.

Each Partner shall make sure that any Partner Employee who suspects the inappropriate use of copyright material should contact the general legal counsel of the Partner or other appropriate manager in order for actions to be taken.

If copyright material is being reproduced or distributed improperly, appropriate action shall be taken by the relevant Partner to correct such improper reproduction or distribution immediately.



## 5. Information

### 5.1 Confidentiality

Information may have value for Sinch or may need to be kept confidential because it involves employees, customers or other third parties. Unauthorized access to such information may impair the value and have a negative impact on Sinch's reputation. All Partners shall keep any and all information regarding Sinch strictly confidential and to enter into written confidentiality agreements or adhere to the confidentiality clauses in the relevant Agreement. If confidential information is to be shared with external parties, it is all Partners' duty to, after first receiving a written confirmation from Sinch, ensure that a written confidentiality agreement is in place between the Partner and such external party.

Caution shall be exercised when discussing internal affairs to avoid being overheard by unauthorized persons.

### 5.2 Disclosure of Information

Information from a Partner shall be reliable and correct, and meet high professional and ethical standards.

Information regarding business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

Public authorities shall be met in an appropriate and open manner. Communication with the media, the public and the financial markets shall take place in accordance with established procedures in compliance with the regulations and practices applicable to publicly listed companies.

Public information about Sinch shall only be communicated by the person responsible for public communications as per authorization.

Partner Employees who participate in public debates are obliged to make sure that they clearly distinguish between their role as a private citizen and of that as a partner to Sinch.

### 5.3 Insider Information

As a publicly listed company, Sinch is subject to strict rules concerning the handling of sensitive information that may affect the market price of securities issued by Sinch ("**Insider Information**"). It is a requirement that investors, analysts and other relevant parties get access to sensitive information at the same time to ensure equal treatment and equal opportunity to act on such information. In general, information is considered to be sensitive if a reasonable investor would be likely to use the information as part of the basis of its investment decisions.

The Partner and Partner Employees shall comply with laws and regulations applicable to dealing with securities.

It is the duty of all Partner Employees who are aware of Insider Information to keep it confidential until it has been received by the stock exchange and made available through the stock exchange's information system, or until the information ceases to be sensitive.

Any Partner Employee who receive Insider Information that may affect the pricing of securities, shall not trade in such securities before the information has been made public or ceases to be sensitive. Such information must not be provided to anyone, directly or indirectly, except those who have been authorized to receive such information to perform their duties for Sinch.



Any Partner Employee who has sensitive information and are in doubt on how to act shall consult with Sinch's General Counsel.

## 5.4 Personal Data and Privacy

Privacy is important to Sinch and Sinch is committed to fulfill high standards in relation to personal integrity, including to respect and safeguard the privacy of any private individual's personal data. Each Partner's processing of personal data shall be subject to the care and awareness which is required according to laws and regulations. Processing of personal data shall be limited to what is needed for operational purposes, efficient customer care, relevant commercial activities and proper administration of human resources.

Each Partner shall have a privacy policy concerning processing personal data and shall only collect, process, and store personal data for legitimate business purposes and keep such data no longer than necessary for the purposes for which any data was collected. Each Partner shall ensure security and privacy of any personal data it processes. Each Partner shall use adequate physical, electronic and administrative procedures in order to prevent disclosure, unauthorized access, to maintaining data correctness.

No Partner shall knowingly collect personal data from children below 13 years of age and shall neither knowingly direct its web site or its services to children below 13 years of age.

# 6. Environment & Sustainability

## 6.1 General

Each Partner shall ensure that finite resources are used responsibly and carefully. Each Partner shall strive to minimize its environmental impact.

Each Partner shall maintain operational practices that reduce any environmental burden associated with our activities.

Each Partner shall continuously improve and seek innovative environmentally friendly solutions in products and services.

Each Partner shall act in accordance with relevant local and internationally recognized environmental standards, and also follow local laws and regulations.

## 6.2 Energy Consumption

Each Partner shall actively look for more power efficient solutions in hardware installations, for instance it could be to choose virtual servers, cloud solutions or selecting hardware with low energy consumption whenever possible.

Each Partner shall take measures to reduce energy consumption in offices, such as automatic light switches, printers and copiers in energy save mode. When replacing electrical equipment, modern models requiring less energy shall be selected.

Each Partner shall promote sustainable travel, i.e. if possible, use web meetings rather than travel for physical meetings. When travelling is needed, if possible public transportation shall be used and train or bus chosen over going by air when feasible.



## 6.3 Waste reduction and Recycling

Each Partner shall take measurements to reduce waste and cover approved disposal techniques protecting the environment.

Paper, cardboard, plastic, glass, cans, printer toner cartridges, and batteries shall be recycled, and food waste, paper, utensils, and compostable food containers shall be composted when possible.

# 7. Fair business practices

## 7.1 Professionalism and Conduct

Each Partner shall ensure that all Partner Employees must in all respects act professionally in their dealings with any business contact.

Each Partner shall only accept such agreements and assignments that it has the competence and resources to fulfill.

Each Partner must refrain from creating unrealistic expectations from its business partners.

## 7.2 Gifts and Hospitality

No Partner shall, directly or indirectly, offer gifts to Sinch or to other customers, vendors, partners or others, or to representatives, or anyone closely related to these, unless the gift is of modest value.

Hospitality, such as social events, meals or entertainments may be offered and received if there is a business purpose involved, and the cost is kept within reasonable limits.

Gift and hospitality shall not be offered or received in situations of contract negotiation, bidding or award. When dealing with public officials, gifts and hospitality shall be avoided.

## 7.3 Corruption and bribery

Sinch has zero tolerance and is firmly opposed to all forms of corruption. This is not only a legal obligation but also an ethical standpoint. No Partner or Partner Employee shall ever offer, give, ask for, accept or receive any form of bribe. A bribe occurs when someone attempts to influence a third party's decision by offering an improper advantage. In some countries government officials commonly request "facilitating payments", which are payments made to government officials to expedite performance of a routine, non-discretionary government action. Sinch strictly prohibits and its Partner's shall ensure to prohibit all facilitating payments.

Partners shall not use agreements with middlemen to channel payments to anyone to facilitate corruption and each Partner shall exercise due care with respect to the selection and use of business partners so that Sinch does not become involved in corrupt activities.

Any observation of suspected corruption shall be reported as stated under Article 9, Reporting, below.

## 7.4 Financial interests

Partners may not accept commissions, compensation or other benefits from customers, suppliers or business partners.





## 7.5 Money Laundering

No Partner shall be involved in any form of money laundering. Each Partner shall take necessary measurements to make sure its financial transactions cannot be used by others to launder money.

## 7.6 Competition

Sinch believes in fair competition and the proper operation of a free market system, and Sinch's competitiveness in the market shall be based on good products and services at the right price.

In dealing with customers, suppliers, partners and others, Partners shall not cause or be part of any breach of general or special competition regulations, such as illegal cooperation on pricing, illegal market sharing or any other behavior that is in breach of relevant competition laws.

## 7.7 Sanctions

The Partner shall take reasonable steps to ensure that no entity or person subject to United Nations, European Union or other applicable sanctions laws and regulations is involved in or unlawfully benefits from the Partner's operations, including its supply chain, and to prevent involvement in any transaction prohibited by applicable sanctions laws and regulations.

# 8. Audits

Sinch may from time to time conduct surveys and audits (either directly or through independent third parties engaged by Sinch in its sole discretion) to verify compliance with this Code of Conduct and any applicable laws by the Partner. Such surveys and audits will be reasonable as to scope, place, date and time. The Partner shall cooperate fully and in good faith with any such audit, including by:

- a) providing relevant books, records and accounts, including documents, invoices, expense reports, receipts, reimbursement forms, wire transfers, sales and commission data, payment information and any other financial statements pertaining to the Agreement which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of Partner in connection with the Agreement;
- b) making available any relevant personnel and documents in connection with the Agreement;
- c) cooperating with Sinch to clarify any facts and/or settle any disputes regarding the fulfilment of its obligations under this Code of Conduct; and
- d) providing Sinch with such information regarding its Sub-Suppliers as Sinch may reasonably request from time to time and which the Partner is not expressly prohibited from disclosing under applicable laws.

The Partner shall provide documents and information described in this article within fifteen (15) business days after the receipt of a written request from Sinch.

If the audit results indicate that the Partner breached or is likely to have breached any element of this Code of Conduct, Sinch shall have the right to withhold immediately all payments to the Partner and to terminate the Agreement with immediate effect without liability.



## 9. Reporting

Each Partner shall immediately report any act that is likely to constitute a breach of this Code of Conduct directly to Sinch General Counsel. All reports will be handled confidentially.

Sinch does not tolerate any form of retaliation against individuals who report violations or suspected violations of this Code of Conduct in good faith.

For any Reporting, Concerns or Questions, please don't hesitate to send a message to Sinch's Integrity Reporting Line at [compliance@sinch.com](mailto:compliance@sinch.com).