



Cybercom's code of conduct.

For partners, suppliers and sub-contractors
May 2016

Introduction

This code of conduct is applicable to all suppliers, sub-contractors and other partners (hereinafter “Supplier(s)”) that do business with Cybercom Group AB (publ) or any other company, wholly or partly owned, directly or indirectly by Cybercom Group AB (publ) (“Cybercom”).

Cybercom strives to be a responsible company and partner, in all its business relations and in all countries in which it is active. Cybercom is committed to integrity, respect for the law and going beyond the law to advance social and environmental responsibility. Cybercom and its employees have undertaken to act in accordance with Cybercom’s code of business ethics and conduct, which has been approved by the board of directors of Cybercom Group AB and which has been implemented in Cybercom’s internal organisation. Cybercom is also member of the initiative United Nations Global Compact, which promotes responsible corporate practices.

The purpose of this partner, supplier and sub-contractor code of conduct (hereinafter “The Supplier Code”) is to assure that our Suppliers share Cybercom’s commitment to such responsible business practices and adhere to the same requirements and principles as Cybercom.

The Supplier Code has been developed in order to achieve Cybercom’s environmental, economic and social targets as well as to fulfil our core values, company culture and basic principles of openness, objectivity, reliability, activity and promptness. The Supplier Code is based upon principles from the guiding standard ISO 26000 Social Responsibility as well as UN Global Compact’s principles in the areas of human rights, labour, environment and anti-corruption. These principles derive from The Universal Declaration of Human Rights¹, The International Labour Organization’s Declaration on Fundamental Principles and Rights at Work², The Rio Declaration on Environment and Development³,

The United Nations Convention Against Corruption⁴. In addition, we acknowledge and always try to work in the direction towards the Global Goals for Sustainable Development to achieve three extraordinary things by 2030 – end poverty, combat climate change and fight injustice and inequality. We ask our Suppliers to do this as well.

Cybercom expects that Suppliers shall behave with a high level of ethics and conduct their business according to the highest standards, principles and norms described in this Supplier Code. The Supplier Code shall serve as a guideline for Cybercom’s Suppliers in their daily operations and business relationship with Cybercom and includes requirements and principles within the following areas:

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¹ www.un.org/en/documents/udhr/index.shtml
² www.ilo.org/declaration/lang-en/index.htm
³ www.un.org/esa/dsd/agenda21/res_agenda21_00.shtml
⁴ www.unodc.org/unodc/en/treaties/CAC/index.html

Implementation and compliance

The Supplier shall ensure that its employees, relevant affiliated companies and subcontractors are informed about the content and comply with the requirements of this Supplier Code.

Cybercom will monitor and follow up Suppliers' compliance with the Supplier Code as well as continuous improvements. The Supplier shall provide Cybercom with information and allow Cybercom, or its representatives, access to the Supplier's relevant premises and documentation in order to verify that the Supplier, its employees, relevant affiliated companies and subcontractors comply with this Supplier Code.

Should the Supplier find any obstacles in meeting the requirements or find any breaches, those shall be reported immediately to the Supplier's main contact in Cybercom. Actions inconsistent with the Supplier Code must be promptly corrected and may be subject to sanctions. In event of a breach of the Supplier Code, Cybercom is entitled to terminate the agreement with the Supplier.

Cybercom's so-called 'whistle-blower function' should be used if a Supplier suspects that there are violations of laws, regulations or of this code of conduct. Every Supplier therefore has the right and duty, without complications, to report suspicion of serious irregularities and discrepancies to Cybercom's Managing Director of each country and/ or in sensitive cases to the Head of HR at Cybercom. Cybercom will maintain policies that protect the confidentiality of whistle-blowers who may raise concerns about ethical or legal issues within Cybercom or the Supplier.

Cybercom is willing to actively support and follow up Suppliers in the interpretation and implementation of the principles and requirements set out in this Supplier Code.

Management systems and systematic work

Cybercom encourages Suppliers to work according to and/or be certified against an internationally recognized Environmental Management System, such as:

- ISO 14001 or equivalent
- a Quality Management System, such as ISO 9001 or equivalent⁵
- Health and Safety management system, e.g. OHSAS or equivalent
- ISO 26000: guidance on Social Responsibility and the Social Accountability Standard SA 8000 or equivalent⁶

⁵ For more information, please visit www.iso.org

⁶ For more information, please visit www.sa-intl.org

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Compliance with laws, rules and regulations

Suppliers shall, in all their activities, always comply with applicable laws, rules and regulations in the countries in which they operate. Should any requirement in this Supplier Code conflict with applicable mandatory national law, the law must always be followed. In such cases the Supplier shall notify Cybercom immediately, before signing this Supplier Code. However, Cybercom's requirements set out in this Supplier Code may go beyond the requirements set out in national law and the highest standards consistent with applicable local laws shall always be applied.

2

Human rights

Suppliers shall respect internationally proclaimed human rights and the personal dignity, privacy and rights of each individual. Supplier shall avoid being complicit in human rights abuses of any kind, directly or indirectly.

3

Labor standards

Freedom of association and the right to collective bargaining

Suppliers shall support the right of free association and collective bargaining of employees. Suppliers shall not discriminate against Worker's representatives or members of Trade Unions.

Child labor

Suppliers shall not, directly or indirectly, employ or use child labor. In this code "child" means anyone under 15 years of age, unless national or local law stipulates a higher mandatory school leaving or minimum working age, in which case the higher age shall apply. "Child labor" means any work by child or young person unless it is considered acceptable under the International Labor Organization (ILO) Minimum Age Convention 1973 (C 138). See more information at www.ilo.org

Supplier shall secure that persons under the age of 18 do not perform any hazardous work, such as, exposure to physical, psychological or sexual abuse or to work with dangerous equipment, exposure to hazardous substances, agents or processes, temperatures, noise levels or vibrations; particularly difficult conditions such as work for long hours or at night.

Non-discrimination

Suppliers are responsible for ensuring that equal opportunities exist within their corporations and for implementing initiatives that prevent discrimination and harassment related to gender, ethnic background, sexual orientation, religion, beliefs, political affiliation and disabilities.

Working for and with Cybercom is a commitment to respectful treatment of all individuals. Suppliers are responsible for treating all individuals with respect and must prevent discrimination. Cybercom follows its equal opportunity strategy to promote each individual's rights regarding professional development and work-related terms and conditions and expects that its Suppliers do the same.

Employment conditions

Suppliers shall provide its employees remuneration that meets applicable national legal standard on minimum wage. Moreover, Suppliers shall secure that working hours are not excessive and as a minimum comply with applicable local laws. Suppliers shall respect the individual employee's need for recovery and secure that all employees have the right to adequate leave from work with pay.

Suppliers shall secure that their employees are provided with written agreements of employment setting out employment conditions in a language understandable to the employee.

Forced labor

Suppliers shall not use forced or compulsory labor, including, but not limited to, debt bonded labor. Suppliers shall ensure that the work relationship between the Suppliers' employee and Supplier is freely chosen and free from threats.

4

Health and safety

Suppliers shall secure that the workers are provided with a healthy and safe working environment in accordance with internationally recognized standards. Suppliers shall control hazards and take necessary precautionary measures against accidents and occupational diseases. Whenever necessary, Suppliers shall provide employees with adequate and regular training to ensure that employees are adequately educated on health and safety issues.

5

Environment

Suppliers shall take a precautionary approach towards environmental challenges, undertake initiatives to promote greater environmental responsibility, and encourage the development and diffusion of environmentally friendly technologies. Suppliers shall act in accordance with relevant local and internationally recognized environmental standards and shall always strive to minimize their environmental impact and continuously improve their environmental performance.

Corruption and other prohibited business practices

Cybercom is committed to work against corruption in all its form, including extortion and bribery and expects its Suppliers to do the same. Suppliers shall comply with applicable laws and regulations concerning bribery, corruption, extortion, fraud, money laundering and any other prohibited business practices.

Suppliers shall not, neither directly nor through an intermediary, grant, promise, offer, demand or accept gifts, rewards or other benefits, that may constitute a bribe, corruption or otherwise a violation of laws.

Cybercom complies with the Swedish Anti-Corruption Institute's Code of Gifts, Rewards and other Benefits in Business. No employee or representative of Cybercom shall solicit or accept a gift, reward or other benefit from a client, partner, supplier or other third party or grant, promise or offer a gift, reward or other benefit to a client, partner, supplier or third party, contrary to the guidelines set out in the above mentioned anti-corruption code. Suppliers shall refrain from any business practices in relation to Cybercom's employees and representatives (or anyone closely related to these) that may be contrary to such guidelines.

Cybercom is opposed to all forms of money laundering and expects that Suppliers also take necessary steps to prevent that their financial transactions are being used by others to launder money. Suppliers shall under no circumstances 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 behaviour that is in breach of relevant competition laws.

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Protecting Cybercom’s assets and avoiding conflicts of interest

Suppliers shall observe total confidentiality/secretcy regarding (1) Cybercom and its relations and (2) Cybercom’s clients and their relations with their clients.

Information about Cybercom and Cybercom’s clients is used only for carrying out the assignment. Cybercom’s confidentiality agreement covers all types of information, such as business intelligence analyses, manufacturing methods, patent rights, copyrights, address lists, rates, bids, and calculation methodologies. Cybercom assumes that confidentiality agreements extend beyond termination of its business relation. In addition, the terms of client-specific confidentiality agreements are always valid, even if the Supplier is no longer a partner, supplier or subcontractor to Cybercom. Supplier must comply with all oral and written confidentiality agreements. Cybercom has clear rules regarding management of confidential information.

All Suppliers must keep in mind and accept Cybercom’s ownership, intellectual property and other rights to all materials and results that are produced while working with and/or for Cybercom. Without delay, Supplier must commit to informing Cybercom if intangible assets might be of value to the company.

Protecting Cybercom’s, its clients’ and partners’ confidential and proprietary information

Suppliers must sign an appropriate confidentiality agreement and Cybercom’s security policy, before they start any assignment for Cybercom.

All data and information not in the public domain, and relating to Cybercom’s as well as to its clients’ and partners’ businesses, must be kept confidential. Information about/received from Cybercom and Cybercom’s clients and partners shall be used only for carrying out the assignment for Cybercom. In no event shall the Supplier misuse or disclose any information that may qualify as sensitive personal data, insider information of Cybercom, or other information the confidentiality of which is protected by law.

Adherence and confirmation

All Suppliers to Cybercom shall be aware of and understand the requirements set out in this Supplier Code. By signing this Supplier Code, the Supplier certifies that it recognizes the principles and requirements set out in this Supplier Code and agrees to adhere to these principles and requirements.

× _____
COMPANY NAME:

× _____
SIGNATURE

× _____
DATE



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