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# Ericsson Enterprise Wireless Solutions (“Ericsson”)

## Partner Code of Conduct

**Domain:** Legal & Compliance

**Scope:**

Ericsson Partners

**Purpose:**

To maintain the highest standards of business ethics; become familiar with and comply with all laws that are relevant to their Ericsson Partner status, including laws prohibiting bribery; and remain informed of all legal and regulatory changes that are relevant to their Ericsson Partner status.

### 1. Policy Declaration

Ericsson works collaboratively with our Partners to conduct business with passion for our customers and products, respect for individuals, and uncompromising integrity in our business dealings. To meet these objectives, Ericsson expects its Partners to maintain the highest standards of business ethics; become familiar with and comply with all laws that are relevant to their Ericsson Partner status, including laws prohibiting bribery; and remain informed of all legal and regulatory changes that are relevant to their Ericsson Partner status. Further, Ericsson requires that Ericsson Partners (i) implement effective business controls that prevent and detect unlawful conduct; (ii) comply with contractual provisions that require strict adherence to all applicable anti-corruption laws and other laws that are relevant to their Ericsson Partner status and their Ericsson Partner business; (iii) grant and cooperate with Ericsson audit rights to review the Partners’ compliance with such laws relevant to their Ericsson partner status; (iv) to the extent they become aware, proactively report to Ericsson actual or potential violations of this Partner Code of Conduct or applicable laws involving Ericsson products or Ericsson Cradlepoint products by their employees and representatives, as well as actual or potential violations of this Partner Code of Conduct, and applicable laws; and (v) provide certification of their compliance with these laws and complete all related Ericsson training and due diligence as and when requested. Ericsson Partners must comply with the fundamental legal and ethical principles described in this Partner Code of Conduct. This Partner Code of Conduct is applicable to Ericsson Partners, their employees, temporary employees, agents, independent contractors, and subcontractors. A breach of this Partner Code of Conduct will be considered a breach of the Partner’s contract with Ericsson and may lead to the termination of the business relationship with Ericsson.

### 2. Compliance with Laws

#### a. Anti-Corruption Laws – Absolute Prohibition on Bribery

Ericsson expects our Partners to uphold the highest standards of integrity in all business interactions. Ericsson has a zero-tolerance policy prohibiting any and all forms of bribery, corruption, extortion, kickbacks, solicitation, extortion and embezzlements. All Ericsson Partners are strictly prohibited from promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. For purposes of this policy, “anything of value” includes, but is not limited to, gifts, favors, entertainment, and meals, regardless of their value.

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Ericsson Partners must comply with all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.K. Bribery Act (collectively, the “Anti-Corruption Laws”). In addition to the Anti-Corruption Laws, there may be other applicable local laws or regulations related to gifts to and entertainment of government officials and/or commercial entities. As an Ericsson Partner, you are required to comply with all applicable laws governing interactions with government officials. Ericsson also prohibits our Partners, or their representatives or employees, from offering or providing cash or noncash gifts, kickbacks, or entertainment to any Ericsson employee for any improper purpose, such as influencing him or her to take a course of action. Ericsson employees are similarly prohibited from soliciting such items. This prohibition extends to immediate family members of both Ericsson Partner employees or representatives and Ericsson employees.

**Facilitation Payments:** for the avoidance of doubt, Ericsson Partners are prohibited from promising, offering, authorizing, giving or accepting any “grease” or “facilitation payments” for routine government actions, even where permitted by the FCPA or local laws. Ericsson considers facilitation payments as bribes and strictly prohibits their use.

**Books and Records:** Ericsson Partners are required to keep complete and accurate books and records regarding sales of Ericsson products or Ericsson Cradlepoint products and any and all transactions or other expenditures with respect to any Ericsson-related business. Our Partners are expressly prohibited from engaging in false and/or misleading accounting practices, including but not limited to creating “slush funds” or similar improper financial practices. Such practice may also violate applicable laws, including the Anti-Corruption Laws. To be clear, Ericsson employees and our Partners must not engage in the creation or preparation of any misleading or inaccurate transactional documentation or the falsification of any type of transactional documentation relevant to Ericsson-related business. Ericsson Partners should refuse any request by any Ericsson employee to create misleading, inaccurate or false documentation, including to “park funds” or misrepresent the intended use for funds. Any requests by an Ericsson employee to engage in unethical conduct should be reported to Ericsson through one of the methods specified at the end of this Code of Conduct. Third parties engaged by Ericsson Partners must not engage or contract with any third party regarding any Ericsson-related business that engages in, or is suspected of engaging in, bribes, kickbacks, improper payments or any other conduct that may violate the Anti-Corruption Laws. Our Partners may comply with this requirement by conducting appropriate risk-based diligence on any third party that the Ericsson Partner may engage regarding Ericsson-related business to ensure that such third party complies with the Anti-Corruption Laws. All employees, agents, representatives, subcontractors, or other parties who have been or will be engaged by an Ericsson Partner in connection with Ericsson-related business must agree to comply with ethics and compliance standards that are no less stringent than those embodied in this Code of Conduct.

b. **International Trade Laws**

Ericsson Partners must become familiar with and, when transacting business as an Ericsson Partner, comply with export, import, and other trade-related laws of the US and other countries, including such laws that may also govern domestic re-transfer to sanctioned individuals and entities. Ericsson partners are required to export or import Ericsson products or Ericsson Cradlepoint products only in those countries specified by the underlying contractual agreement entered into by Ericsson and our Partner. Moreover, Ericsson Partners acknowledge that some Ericsson products or Ericsson

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Cradlepoint products available to Partners may be controlled under applicable export or import license from a government authority to export, reexport, transfer or import controlled products. Ericsson Partners shall provide all necessary information to Ericsson in relation to the end user and require that each end user will only purchase and use controlled Ericsson products or Ericsson Cradlepoint products or related technical data or information after obtaining and maintaining each required license or other governmental approval, and will comply with all applicable laws and regulations on export, import or sanctions. Ericsson products and Ericsson Cradlepoint products may be subject to U.S. export control laws and regulations of other countries including the laws of those countries specified by the underlying contractual agreement or the laws of any other country applicable to Partners, and Ericsson expects our Partners to comply with these laws when transacting on Ericsson's behalf. Ericsson must comply with U.S. anti-boycott laws that prohibit U.S. companies from participating in economic boycotts or embargoes imposed by other nations that are not sanctioned by the U.S. government. Ericsson Partners agree that they will not, nor permit any third party to, sell, download, export, re-export or transfer (directly or indirectly) Ericsson products or Ericsson Cradlepoint products (including hardware and software), technology or technical data, regardless of the manner in which received, (i) to any destination(s) or national or resident of any country subject to U.S., EU or UK embargoes or trade sanctions, or into states under comprehensive sanctions including without limitation Cuba, Iran, North Korea, Syria, Russia, Belarus, Venezuela, Myanmar, Afghanistan and the Ukrainian regions of Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia, nor allow any such Ericsson products or Ericsson Cradlepoint products, technology or technical data to be used by recipients in these countries; (ii) to any entity or individual listed on the U.S. government exclusion listing or EU or UK sanction lists; or (iii) for use directly or indirectly for military purposes or in the design, development, or fabrication of nuclear, chemical or biological or missile technology. Ericsson Partners must understand current economic sanctions and trade embargoes. This information is published online and can be found inter alia on the U.S. Treasury Office of Foreign Asset Control website: [Home | Office of Foreign Assets Control \(treasury.gov\)](https://www.eas.europa.eu/eeas/european-union-sanctions_en), the EU sanctions website: [https://www.eeas.europa.eu/eeas/european-union-sanctions\\_en](https://www.eeas.europa.eu/eeas/european-union-sanctions_en) ; and the UK Government website: <https://www.gov.uk/government/publications/the-uk-sanctions-list>.

c. **Competition Laws**

Ericsson Partners must comply with all laws and regulations governing fair trading, antitrust and competition that are relevant to their Ericsson Partner status. Ericsson Partners may only use legal means to gather information about manufacturers or sellers of products that compete with Ericsson products or Ericsson Cradlepoint products. In addition to adherence to applicable local laws, Ericsson Partners may not discuss or enter into a formal or informal agreement with any competitor about any of the following: (a) price; (b) matters affecting price (changes or stabilization); (c) production levels; (d) inventory levels; (e) bids; or (f) division of sales territory, products, customers, or suppliers. In specific jurisdictions where such conduct is unlawful, Ericsson Partners may not interfere with the right of other resellers to freely determine their resale price of products and resale margin, limit a reseller's right to sell products, or condition the sale of products on an agreement to buy other products.

As Ericsson operates a selective distribution system within the territory encompassing the European Economic Area, Switzerland, and the United Kingdom, specific competition rules apply therein whereby cross-supply within the network of Ericsson Partners shall not be restricted.

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d. **Data Privacy and Protection Laws**

Ericsson Partners must comply with all laws and regulations governing the receipt of and use of data. Any data that an Ericsson Partner collects or receives while conducting business on Ericsson's behalf or otherwise provided by our Partner to Ericsson must be handled in accordance with all laws and regulations governing the receipt and use of such data. Ericsson partners are required to keep confidential any personal information received from Ericsson and are prohibited from using such information for any purpose other than as originally intended. Ericsson partners must implement the appropriate safeguard to ensure the protection, integrity and security of such data.

3. **State Ownership**

If an Ericsson Partner is in any way a state-owned entity ("SOE"), the company must agree that in connection with Ericsson transactions, it will not use the status as a SOE to improperly obtain or retain business on behalf of Ericsson. All transactions that involve Ericsson solutions must be conducted in a fair, transparent and ethical fashion.

4. **Confidentiality**

Ericsson Partners agree to maintain the confidentiality of any proprietary information received from Ericsson that our Partners should reasonably know is confidential or proprietary based on the circumstances surrounding the disclosure, including, non-public technical and business information and customer information ("Confidential Information") and not to use said Confidential Information for any purpose except as necessary to fulfill their obligations and conduct business relevant to their Ericsson Partner status.

5. **Human Rights, Labor Laws and Fair Practices**

Ericsson Partners must comply and require each of their suppliers to comply with all applicable health and safety regulations, laws upholding the rights of persons with disabilities, domestic and international labor laws, and fair labor practices. Partners must comply with international principles relating to human rights, including but not limited to the Frederick Douglass Trafficking Victims Prevention and Protection Reauthorization Act, the Trafficking Victims Protection Act, and the UK Modern Slavery Act. Under no circumstances shall an Ericsson Partner utilize child labor in connection with Ericsson business. The term "child" refers to any person employed under the minimum age for employment under the applicable law. Ericsson Partners must never discriminate based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity, religion, disability, union membership, marital status or political affiliation.

6. **Sales to the Government/Public Sector**

Ericsson Partners must understand that laws and regulations governing the sale of Ericsson products or Ericsson Cradlepoint products to the Government/Public Sector require increased scrutiny and are expected to strictly abide by such laws and regulations. The definition of who or what constitutes a Government/Public Sector customer is extremely broad. The Anti-Corruption Laws adopt a very broad definition as follows:

- a. Any officer or employee of a Government/Public Sector entity, or any person acting in an official capacity for or on behalf of a Government/Public Sector entity.
- b. Any entity in which a government has greater than 50% ownership or is controlled by a government is also referred to as a State-Owned Enterprise and should be treated as a Government/Public Sector entity.
- c. Members of royal families
- d. Candidates for political office

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- e. Immediate family members (parents, children, spouses, significant others, and in-laws), close friends and business associates of a Government/Public Sector entity.
  - f. In the United States, public and private K-12 educational institutions and all libraries are considered Government/Public Sector.

For example, in the United States and some other countries, gifts to and entertainment of federal, state, or local government officials may be strictly prohibited, regardless of intent.

Ericsson Partners are prohibited from making political contributions to any party or political candidate on behalf of Ericsson or to obtain or retain business on behalf of Ericsson. Such contributions could be unlawful and are strictly prohibited as they create unfair advantages and could lead to reputational harm to Ericsson.

## 7. Fair Marketing & Sales Practices

### a. Marketing and Sales Practices

Advertising, marketing, or promotional activities that reference or implicate Ericsson, our logo, or products in any manner must comply with all laws and regulations. In addition, Ericsson Partners must comply with all related Ericsson policies and not engage in any misleading or deceptive sales and marketing practices.

Marketing Development Funds (MDF) claims require Ericsson Partners to provide proof of performance no later than 60 days after the end of the quarter and must be compliant with that specified in the Proof of Performance Matrix for a given activity as referenced in Ericsson's MDF policy. It is also the responsibility of the Ericsson Partner to monitor the current proof of performance requirements and to ensure a claim aligns to those requirements of the MDF policy.

### b. Conflicts of Interest

Conflict of Interest describes any circumstance that could cast doubt on an Ericsson's Partner to act in an objective manner while transacting on Ericsson's behalf. To avoid a Conflict of Interest, Ericsson Partners must be truthful and accurate when transacting on Ericsson's behalf. If an Ericsson Partner believes a Conflict of Interest exists while transacting on Ericsson's behalf, you are required to contact Ericsson and report such Conflict of Interest.

Ericsson Employees are required to comply with the [Ericsson Code of Business Ethics](#) ("COBE"). Ericsson Partners must not ask or encourage Ericsson employees to violate the provisions of the COBE.

### c. Advertising

Ericsson Partners must comply with all laws, rules and regulations regarding the advertisement of Ericsson products or Ericsson Cradlepoint products. All advertising, marketing or promotional materials must be accurate and not misleading. Advertising materials should not be false or have a tendency to deceive any potential customers. All claims set forth in advertising materials must be substantiated by adequate supporting documentation. All material terms and limitations of advertised offers must be clearly disclosed by Ericsson Partners. Partner shall use Ericsson's trademarks, service marks, logos and trade names only in accordance with Ericsson's trademark or brand usage guidelines, as may be amended from time to time. Except as provided expressly herein,

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neither party shall acquire any rights in the trademarks, service marks, logos or trade names of the other and is not authorized to use such marks without the other party's prior written approval. Upon request by Ericsson, Partner agrees to remove any Ericsson trademark, service marks, logo, or trade names from its reselling media or other location within one (1) business day.

**d. Demonstration Units**

Ericsson may provide demonstration products (demo units) to Partners for demonstration and sales support purposes. Giving away products at no charge (that is, not having it returned or purchased) or lending it indefinitely presents a corruption risk for Ericsson if appropriate processes are not followed. The disposition of the product, as well as payments received if the product is purchased, must be properly documented. The following principles apply to demo units:

- i. Demo units may not be provided to improperly influence anyone or gain an improper advantage.
- ii. Demo units may not be provided if doing so creates the appearance of a briber, kickback, or other corrupt practice.
- iii. Customers receiving demo units at no charge must be selected based on legitimate business prospects based on defined criteria (not ad hoc).
- iv. If demo units are given away to a commercial or public sector entity (including private or public K-12 educational institution or libraries in the U.S.) at no charge or for an indefinite loan; products must be returned or purchased and be reviewed by Ericsson as a proposed contribution.  
Demo units normally should be provided to entities, and not to individuals.

**8. Intellectual Property Laws**

Ericsson Partners must not infringe, violate or misappropriate Ericsson's trademarks, patents, copyrights, domain names or other proprietary rights or intellectual property while conducting any activity relating to their status as an Ericsson Partner. You must not use Ericsson's patented technology or reproduce copyrighted software, documentation or other materials without appropriate written permission.

**9. Audit Rights**

Partner grants Ericsson the right to audit Partner's books and records, including through interviews of Partner's employees and other persons engaged by it or by its subcontractors, to allow Ericsson to verify Partner's compliance with the provisions in this Partner Code of Conduct. Audit rights may be exercised upon advance written notice and during normal business hours. Partners shall fully cooperate in any audit conducted and such audits will be conducted by Ericsson or a third-party provider engaged by Ericsson, at Ericsson's sole discretion. The audit rights provided for in this provision shall survive any expiry or termination of this Agreement.

**10. Breach of the Partner Code of Conduct**

If Ericsson should reasonably and in good faith believe that there may have been a breach

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(or such breach is likely to occur) by Partner, Partner's personnel or contractors of the any of the aforementioned laws, or other compliance requirements, Partner must at its own cost cooperate fully with Ericsson to determine whether such a breach has occurred (or is likely to occur) and take reasonable action to prevent the occurrence of such breach. Ericsson may, upon written notice, withhold further payments to Partner until such time as it has been determined to Ericsson's satisfaction that no such breach has occurred or is likely to occur. Further, if Ericsson determines reasonably that a breach of the Partner Code of Conduct has occurred, Ericsson shall, without limiting any other rights or remedies it may have, at law or otherwise, have the right to terminate any agreement in place with Partner immediately at any time upon written notice to Partner.

#### 11. **Reporting Concerns**

Ericsson Partners should contact Ericsson if they have any questions about this Partner Code of Conduct. Ericsson requires that our Partners report any conduct of their employees or representatives that may be a violation of the Partner Code of Conduct or of any law or regulation. Reports should be made to the Partner's designated Ericsson representative or to the Ericsson Ethics & Compliance Office.

Hotline: 1-800-461-9330

Email address: [speak.up@ericsson.com](mailto:speak.up@ericsson.com)

Filing a report: <http://www.convercent.com/report/>