

SUPPLIER CODE OF CONDUCT

Synchronoss Technologies, Inc., together with its affiliates (“Synchronoss”) is committed to the highest standards of ethical conduct, safe working conditions, the protection of sensitive information, the treatment of workers, and responsible supply chains. Suppliers and their employees, personnel, agents, and subcontractors (collectively referred to as “Suppliers”) must adhere to this Supplier Code of Conduct (the “Code”) while conducting business with or on behalf of Synchronoss. This Code sets forth the principles and requirements Synchronoss requires of each of its Suppliers.

The principles and requirements in this Code are in addition to Suppliers’ adherence with all laws, rules and regulations of the jurisdiction(s) in which they operate or are applicable to their operations, product and services (“Laws”). This Code supplements, but does not supersede or limit, the obligations of Supplier under Laws and/or contracts between Synchronoss and Supplier. In all cases in which Synchronoss requirements under the Code and any other contract between Synchronoss and Supplier are more stringent than local legal requirements, Suppliers are required to meet the more stringent Synchronoss requirements. While Suppliers are expected to self-monitor and demonstrate their compliance with the Code, Synchronoss may audit Suppliers or inspect Suppliers’ facilities to confirm compliance. Suppliers must promptly inform their Synchronoss contact when any situation develops that causes the Supplier to operate in violation of this Code.

1. ETHICS

Synchronoss expects the highest standards of ethical conduct in all of our endeavors. Supplier shall always be ethical in every aspect of its business, including relationships, practices, sourcing, and operations. The provisions below contain the minimum requirements for each Supplier.

- 1.1. **Business Integrity.** Supplier shall not engage in corruption, extortion, embezzlement, or bribery to obtain an unfair or improper advantage. Supplier shall abide by all applicable anti-corruption laws and regulations of the countries in which it operates, including the Foreign Corrupt Practices Act (FCPA) and applicable international anti-corruption conventions.
- 1.2. **Conflicts of Interest.** Supplier must avoid engaging in any activity that would create an actual or apparent conflict of interest regarding their provision of products or services to Synchronoss. A conflict of interest exists where Synchronoss personnel have a financial or close personal interest relating to the Supplier or its personnel, and such relationship could interfere with or influence the award, conduct or oversight of work for Synchronoss. In the event an actual or potential conflict of interest does arise, Supplier must immediately report it to Synchronoss.
- 1.3. **Competition, Advertising and Marketing.** Synchronoss expects Supplier to uphold fair business standards in advertising, sales and competition. If a Supplier, with Synchronoss’ prior written approval, engages in any advertising, marketing or promotional activities that reference or implicate Synchronoss, its name, logo or services in any manner, such materials must be truthful and accurate, with clear and conspicuous disclosure of material terms and limitations of advertised offers.
- 1.4. **Responsible Sourcing of Materials.** Supplier shall exercise due diligence on relevant materials in their supply chains. Supplier shall develop particular due diligence policies and management systems in order to identify applicable risks and take appropriate steps to mitigate them.
- 1.5. **Synchronoss Property, Funds and Information; Records.** Supplier must use all Synchronoss property, including, but not limited to, equipment, funds, documents, electronic and written information and communications systems, with care and adherence to acceptable standards and Synchronoss’ rules and procedures. Supplier is required to report any suspected or actual misuse, theft, vulnerability, improper exploitation, or sabotage of Synchronoss property. Records prepared for Synchronoss, including records of work time and expenses, must be accurate and complete.
- 1.6. **International Business.** In conducting international business, Supplier is expected to comply with all U.S. and local standards and customs, such as the U.S. Export Administration Act, the Export Administration Regulations, the Foreign Corrupt Practices Act and related international laws such as the U.K. Bribery Act and the French Spain II Law.



2. LABOR AND HUMAN RIGHTS

Synchronoss upholds the human rights of workers by treating them with dignity and respect and it expects the same commitment from Suppliers. Accordingly, all participants in Synchronoss's supply chain are expected to adhere to best labor practices, including compliance with all laws and the provisions set forth below.

- 2.1. Anti-Harassment and Abuse.** Supplier shall commit to a workplace free of harassment and abuse. Supplier shall not threaten workers with, or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, or sexual harassment.
- 2.2. Non-Discrimination.** Supplier must not engage in discrimination on any basis prohibited by applicable/local law, including, without limitation, race, color, religion, age, gender, pregnancy, sexual orientation, gender identity and expression, national origin, disability, marital status, citizenship status, veteran status or military status. Synchronoss embraces diversity and equal opportunity as fundamental principles and key components of its corporate strategy. We strongly encourage that all Suppliers do the same. Supplier must also maintain a workplace culture based on respect where all forms of unlawful harassment and abuse, including sexual harassment, is forbidden. Disciplinary policies and procedures in support of these requirements must be clearly defined and communicated to employees and adequate training must be provided.
- 2.3. No Child Labor.** Supplier must not use child labor. The term "child" refers to any person under the age of 15, or under the applicable minimum age for completion of compulsory education, or under the minimum age for employment in any particular country, state or territory, whichever is the highest.
- 2.4. The Prevention of Modern Slavery and Involuntary Labor.** Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labor and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. Synchronoss does not tolerate modern slavery in any of its forms and expects its Suppliers to uphold the same standards. Supplier shall not use forced labor of any type, including bonded, indentured or involuntary prison labor. Supplier is prohibited from requiring workers to pay fees or lodge deposits for their employment, either directly or through third parties. Supplier will not place any unreasonable restrictions on workers' freedom of movement within, or in and out of, company provided facilities. Supplier may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law. Supplier must comply with the Modern Slavery Act 2015 and must take steps to combat and eradicate modern slavery within Supplier's own business and supply chain.
- 2.5. Working Hours and Wages.** Compensation paid to workers must comply with all applicable wage laws, including those relating to the minimum wages, overtime hours and legally mandated benefits. Employees should have the ability to earn fair and equal wages, as determined by applicable local law.
- 2.6. Freedom of Association and Collective Bargaining.** Supplier must comply with applicable laws and regulations governing the legal rights of their employees to join or not to join worker organizations, including trade unions, and the right to collectively bargain, if they choose to be represented.
- 2.7. Alcohol and Drugs.** Supplier must not engage in any work for or on behalf of Synchronoss, or represent Synchronoss, while under the influence of alcohol or other substances that may impair the ability to work safely. In addition, Supplier may not possess illegal drugs or controlled substances while on Synchronoss premises or while conducting business with or for Synchronoss.

3. HEALTH AND SAFETY

Worker health, safety, and well-being is important to Synchronoss. Supplier shall provide and maintain a safe work environment and integrate sound health and safety management practices into its business. Workers shall have the right to refuse unsafe work and to report unhealthy working conditions.

- 3.1. Occupational Safety.** Supplier must be committed to providing personnel with a safe place to work and making appropriate safety equipment available. Supplier must ensure that personnel are trained and qualified to perform their work functions safely prior to initiating any work for Synchronoss.
- 3.2. Health and Safety Permits.** Supplier shall obtain, keep current, and comply with all required health and safety permits.
- 3.3. Emergency Preparedness.** Supplier must have emergency plans and response procedures that include: (i) emergency preparedness, reporting and notification; (ii) evacuation procedures, training and drills; (iii) appropriate hazard detection and suppression equipment; and (iv) adequate exit facilities. Supplier must ensure that its personnel performing services in Synchronoss facilities are aware of and comply with Synchronoss emergency plans and response procedures for those facilities.
- 3.4. Occupational Injury and Illness.** Supplier must have procedures and systems to manage, track and report: (i) occupational injuries and illnesses; (ii) exposure of workers to chemical, biological and physical agents; and (iii) violations and fines from the Occupational Safety and Health Administration or corresponding local regulatory agencies. Such procedures and systems must include provisions to: (a) encourage worker reporting; (b) classify and record injury and illness cases; and (c) investigate cases and implement corrective actions. Fatalities, injuries, illnesses, property damages, vehicle incidents and near-misses occurring on Synchronoss controlled premises while delivering services must be reported as directed by Synchronoss.

4. ENVIRONMENTAL

Synchronoss is committed to protecting the environment and considers environmental responsibility integral to delivering world class services and solutions. Supplier shall develop, implement, and maintain environmentally responsible business practices.

- 4.1. Environmental Permits and Reporting.** Supplier shall obtain, keep current, and comply with all required environmental permits, including but not limited to; (i) the management and disposal of hazardous materials; (ii) contaminants in air, soil or water; (iii) the protection of natural resources, wildlife and wetlands; and (iv) recycling. Supplier shall comply with reporting requirements of applicable permits and regulations.
- 4.2. Pollution Prevention and Resource Reduction.** Supplier shall strive to reduce, eliminate or prevent waste of all types, by conserving materials and modifying their production or maintenance or facility processes.

5. CONFIDENTIAL INFORMATION AND PRIVACY

All Suppliers with authorized access to Synchronoss customer information are required to comply with all applicable laws, regulations and requirements and all Synchronoss rules regarding confidential information. Suppliers are expected to adhere to the following requirements.

- 5.1. Protection of Intellectual Property.** Supplier shall respect intellectual property rights and safeguard customer information. Supplier shall manage technology and know-how in a manner that protects intellectual property rights.
- 5.2. Synchronoss' Information.** Synchronoss's confidential and proprietary information concerning matters such as our business activities, strategies, plans, structure, technology, customers, financial situation and performance is critical to our success, and such information must be protected from disclosure and must not be used except in accordance with applicable regulations and contractual requirements. Supplier must comply with all privacy, data protection, and information security laws and associated regulatory requirements as well as with Synchronoss's privacy, data protection, and information security policies whenever Synchronoss' confidential and proprietary information is collected, stored, processed, disclosed, transferred and/or shared.
- 5.3. Special Duties for CPNI and Personal Information.** If Supplier has access to personally identifiable information pertaining to Synchronoss customers and/or employees, Supplier may only disclose such information to its personnel with a need to know such information in the performance of their work for Synchronoss, and only if permitted to do so by its contract with Synchronoss. Supplier must adopt effective technical, physical and



organizational measures that achieve these results. For this purpose, “personally identifiable information” is information that, either alone or in combination with other data, identifies or uniquely relates to an individual, such as an individual’s name, social security number, financial account numbers (e.g., credit or debit card number or bank account information), account passwords and pass codes, driver’s license and/or government-issued identification number, mother’s maiden name, date of birth and healthcare records.

5.4. Synchronoss’ Information Systems. Suppliers who access the information systems or applications of Synchronoss, or any Synchronoss customer, may do so only as expressly authorized in writing by Synchronoss and in accordance with contractual or other then-current requirements of Synchronoss. Synchronoss-issued access credentials such as passwords, user IDs or PINs must be protected at all times, and access to Synchronoss systems and information must be immediately removed for any Supplier personnel who have been terminated or reassigned.

5.5. Building Keys, Access Devices and Non-Employee Identification. Building keys, access devices, and non-employee identification cards may be issued to Supplier personnel who have a recurring business need to gain entry to Synchronoss premises without escort, and/or a need to identify themselves to third parties as performing work for Synchronoss. If Synchronoss issues a building key or access device, the key or access device must: (i) be safeguarded; (ii) be used only by the authorized recipient; (iii) not be transferred without the consent of Synchronoss; (iv) not be duplicated; and (v) be returned to Synchronoss immediately when the employment of its holder is terminated, when its holder no longer requires such building key or access device, or at the request of Synchronoss. If Synchronoss issues non-employee identification cards, Supplier personnel must wear such identification whenever they are at a Synchronoss or Synchronoss customer premises, and that identification must be returned to Synchronoss immediately: (i) when the employment of its holder is terminated; (ii) when its holder no longer requires such identification; or (iii) at the request of Synchronoss. Non-employee identification must be used strictly in accordance with all contractual requirements and limitations on its use.