

Vonage Vendor and Partner Compliance and Ethics Policy

Vonage Holdings Corp., including its corporate affiliates (collectively, “Vonage”), recognizes the critical importance of ensuring compliance with applicable anti-corruption and anti-bribery laws and regulations, such as the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar laws of countries in which Vonage does business. Vonage is also subject to applicable regulations restricting the third parties with whom we may transact with. To ensure we meet our obligations, we require that you, as an approved vendor or partner of Vonage, adhere to the provisions set forth in this Policy while there exists any active agreement (“Agreement”) between you and a Vonage entity (with respect to the Agreement, the “Vonage Contracting Entity”).

1. Definitions

“Global Anti-Corruption Laws” refer to relevant anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act (“UKBA”), and all other similar laws, regulations, and international treaties and conventions such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the UN Convention Against Corruption that apply to our business everywhere we do business.

“Government Entity” includes any government or state-owned or controlled entity, instrumentality or department where the government or state has 50% or more ownership, board or voting control, or is otherwise deemed to have a golden share, or the power to veto key shareholder decisions; examples include, but are not limited to: sovereign wealth funds, government-organized cooperatives and associations, state-controlled utilities, telecommunications companies, energy or natural resource companies, and hospitals, pension funds, and central banks. An entity does not cease to be a Government Entity if it purports to act in a private capacity (e.g., a public company traded on a securities exchange) or by the fact that services are rendered without compensation.

“Government Official” means (1) elected and unelected officials, employees, agents, advisors and representatives of any branch or agency of government (i.e., national, state, regional, local and municipal, and legislative, administrative, judicial, and executive branches) (examples include customs officials, police officers, land registrars, inspectors, soldiers and officers in the military, mayors, regulators, legislators, Central Bank governors, and ministers); (2) directors, officers, employees, representatives and agents of government-owned or controlled companies, even if the companies are only partially owned or controlled by the government and the company acts like a commercial entity; (3) political parties, party officials and candidates for office; (4) officers, employees, representatives and agents of public international organizations, such as the United Nations, the World Bank, the International Monetary Fund, the Red Cross or the World

Trade Organization; (5) members of a royal family; (6) military personnel; and (7) close family members (i.e. spouse, grandparents, parents, siblings, children, or other relatives who share the same household) of any of the above individuals. Not all individuals who qualify as “Government Officials” will be obvious. For example, employees of labor unions or employees of government-owned banks may also be considered “Government Officials” for purposes of the anti-corruption laws. “Government Official” also includes employees of Government Entities.

2. Compliance with Global Anti-Corruption Laws

Prior to and during the term of the Agreement, you, including your officers, directors, employees or agents acting on their behalf, have not, directly or indirectly, offered, made or promised to make, authorized or given, and will not in the future offer, make or promise to make, authorize or give, any payment of funds or anything of value to any Government Official or any other person with the corrupt intent of (i) influencing any act or decision of a Government Official in his or her official capacity or any other person, (ii) inducing the Government Official or any other person to do or omit to do any act in violation of his or her lawful duty, (iii) securing any improper advantage, or (iv) inducing a Government Official or any other person to use his or her position improperly to affect any act or decision in any way connected with the Agreement.

3. Annual Certification

Promptly upon written request from Vonage, you agree to certify on an annual basis compliance with the warranties and representations in this Policy, in writing signed by your Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Legal Officer, or where none of the foregoing applies, the closest reasonable equivalent to one of the foregoing. Failure to provide the foregoing certification shall constitute a material breach of the Agreement.

4. Accurate Books and Records

You shall maintain accurate and complete accounting and other financial and business records related to the Agreement. You further agree that you will make such books and accounting records available for review by the Vonage Contracting Entity, or an independent party nominated by the Vonage Contracting Entity, during the term of the Agreement and for two years thereafter.

5. Right to Audit

During the term of the Agreement and for a period of two years after its termination or expiration, the Vonage Contracting Entity shall have the right to audit your books, accounts, and records related to the Agreement to ensure compliance with the Agreement and Global Anti-Corruption Laws. The audit may also be performed by an independent entity at Vonage’s cost; provided, however, that if material breach of this Policy is found, you shall bear the

proportionate cost of the audit and any costs related to remediation thereof. The audit shall be conducted upon reasonable prior written notice, during regular business hours, and with minimal disruption to your business, no more than once per year. The scope of the audit shall be reasonably tailored to ensure compliance hereunder, and shall be negotiated in good faith.

6. Anti-Corruption Training

The Vonage Contracting Entity may require you to attend Anti-Corruption training sessions, and you (including employees directly supporting your provision of services or products to or on behalf of the Vonage Contracting Entity) agree to submit to such training upon request. Training shall be provided by Vonage and may be taken remotely. Alternatively, you shall demonstrate to Vonage's reasonable satisfaction that the relevant personnel have undergone comparable training through other means.

7. Notification of Non-Compliance

You warrant and represent that you shall promptly notify the Vonage Contracting Entity in writing in the event that you fail to comply with the provisions of this Policy or if you become aware of any violation of Global Anti-Corruption Laws by you or otherwise related to this Agreement.

8. Notification of Investigation

You agree to promptly inform the Vonage Contracting Entity if any of your directors, officers, employees, representatives or agents becomes subject to any investigation for corruption or any other illicit conduct related to the execution and/or performance of the Agreement, including any proposed meetings, interviews, inspections or audits by any government, regulatory, or administrative body.

9. Cooperation in Investigation

You will provide reasonable cooperation in any anti-corruption investigation conducted by Vonage, including making relevant personnel available for interviews and relevant books and records available for inspection.

10. Government Official Ownership

You warrant and represent that no Government Official is or will be during the term of this Agreement directly or indirectly an owner or investor in you and that no Government Official has or will have during the term of this Agreement any financial interest, directly or indirectly, in the contractual relationship established by the Agreement. You will notify Vonage in writing if there is any change to the foregoing representation.

11. Employment of Government Officials or Relatives of Government Officials

You warrant and represent that none of your officers or directors, and none of your employees who have been or will be performing services for Vonage in connection with the Agreement, is a Government Official. You will notify Vonage in writing if there is any change to the foregoing representation.

12. Prohibited Parties

You warrant and represent that neither you, nor any of your owners, directors, officers, employees, representatives or agents: (a) appear on any list of entities or individuals debarred from tendering or participating in any project funded by the World Bank, the International Finance Corporation or any other multilateral or bilateral aid agency; (b) have been debarred, suspended or otherwise determined ineligible for government procurement programs in any jurisdiction; (c) have at any time been investigated or involved in an investigation (as a witness or possible subject or suspect) relating to conduct which would constitute a breach of any Global Anti-Corruption Law; or (d) are currently subject to any actions, suits, investigations or proceedings related to actual or potential violations of any Global Anti-Corruption Law, fraud, or other morality offense, before or by any federal, state, municipal, or other governmental or non-governmental department, commission, board, bureau, agency or instrumentality.

13. Prohibition of Facilitation Payments

You warrant and represent that you have not, and will not, either directly or indirectly, make, offer, pay, promise, or authorize any facilitation payment to or for the benefit of any Government Official in any way related to this Agreement.

14. Gifts and Entertainment

You shall not provide, offer, or promise any gifts, travel, meals, lodging, donations, entertainment, or anything of value to any person:

- (a) for the purpose of obtaining or retaining any business,
- (b) to obtain any unfair advantage, or
- (c) to, or for the benefit of any government official, political party or candidate for political office, or public international organization,

for (a), (b), or (c), in any way connected to the Agreement or your relationship or dealings with or on behalf of Vonage.

15. Political Contributions and Charitable Donations

You warrant and represent that no political contributions or charitable or social donations have been or shall be given, offered, promised, or paid, that are in any way related to the Agreement or any related activity.