

zoom

Business Partner Code of Conduct

Important message from our Founder, Chairman, and President



Partners and Vendors, Welcome to working with Zoom!

We are excited to work with you to deliver happiness and grow our businesses together. Zoom is committed to doing business the right way, in compliance with the law and ethical business standards, and we expect all of our business partners to do the same. As we work together, we expect you to conduct business with uncompromising integrity and care. Please read our Business Partner Code of Conduct and understand how it applies to your relationship with Zoom.

Eric Yuan

Founder, Chairman, and President and CEO

Zoom Video Communications, Inc.

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Introduction

1.1 Why have a Business Partner Code?

This Business Partner Code of Conduct (this “**Business Partner Code**”) of Zoom Video Communications, Inc. (“**Zoom**” or the “**Company**”) and its affiliates flows directly from our mission and values. We aim for excellence and to deliver happiness for our community, customers, company, teammates, selves, and shareholders by conducting our business with uncompromising integrity and high ethical standards, and we expect all of our business partners to do the same.

Our Business Partner Code promotes compliance with the law and ethical business conduct by all of our business partners, regardless of location or type of work. Our Business Partner Code requires and sets the Company’s expectations that:

- You do business ethically;
- You avoid actual, potential, or perceived conflicts of interest;
- You comply with the letter and spirit of applicable laws, including full, fair, accurate, and timely disclosure in reports and documents you share with us;

- You act with integrity and are transparent with our Company to help build a strong partnership; and
- You promptly report suspected or actual Business Partner Code violations by you, your employees, or any other business partner working with Zoom.

1.2 To Whom Does the Business Partner Code Apply?

Our Business Partner Code applies to all individuals or entities that provide goods or services to Zoom, or with which we have a commercial (non-customer) relationship. This includes vendors, suppliers, channel partners (such as distributors, authorized resellers, carriers, referral partners, and master agents), independent software vendors, other agents, professional employer organizations, and any other non-customer business partner with which we do business (such as our Zoom Apps). Whenever you see “business partner” or “you” in this Business Partner Code, it means anyone as defined in this provision. Not only does this Business Partner Code apply to our direct business partner relationships, we also expect that you will incorporate these standards or their equivalent to any third party (including your own suppliers) that performs work on Zoom’s behalf. Zoom may amend this Code from time to time, including to reflect changes in applicable laws.

1.3 What if I have Questions or Concerns about the Business Partner Code?

We are counting on you to help us uphold our core values and keep our relationship strong by proactively raising questions or concerns about conduct that may be inconsistent with the law, our Business Partner Code, or a Zoom policy. We encourage you to work with your primary Zoom contact to report any concerns or to ask questions. Zoom also maintains the following confidential reporting channel, which may be accessed by our business partners:

- **SpeakUp Line:** hosted by an independent third party to provide an extra layer of confidentiality and anonymity where permitted by law. You can access the SpeakUp Line in a number of ways:
 - Call the SpeakUp Line: 1-800-918-6595 (US)
 - International toll free access information can be found at <https://speakup.zoom.us>
 - File a SpeakUp Line web report: <https://speakup.zoom.us>
 - SMS/Text the SpeakUp Line: 408-741-9673



Introduction (cont.)

1.4 Violations and Requirement to Cooperate

If contacted in connection with a Company investigation, you are expected to cooperate fully and keep confidential the information you may learn to safeguard the integrity of the investigation. Failure to keep information related to an investigation confidential can itself be a Business Partner Code violation and may result in termination of our relationship. Notwithstanding this expectation, you have the right to respond truthfully to any governmental request for information and comply with any regulatory or law enforcement agency investigation.

Any violation of this Business Partner Code—including fraudulent reports or obstruction of a Company investigation (including dishonesty in an investigative

interview or audit), attempting to circumvent or violate the law or a Contract term, or encouraging another to violate the law or a Company Policy may result in the termination of our relationship, and/or legal proceedings.

Compliance with Laws and Contract

2.1 Overview

Zoom expects business partners to comply with all applicable laws and regulations, in addition to any applicable Zoom standards, policies, and specifications. This Business Partner Code describes many of the legal and ethical standards to which Zoom holds all of its business partners.

As part of your adherence to this Business Partner Code, as a business partner of Zoom, you must:

- Respond fully, accurately, promptly, and truthfully to any Zoom request for due diligence or background information (including any ownership, financial, and past conduct information) requested by Zoom pursuant to (a) this Business Partner Code and/or (b) any questions which may arise in relation to responsible business conduct;
- Adhere to the letter and spirit of your contract with Zoom;
- Comply with Zoom's procurement rules and procedures, including Zoom's rules requiring an authorized purchase order for most projects before work may begin;
- Refrain from representing or giving the impression to any third party that you are an agent of Zoom and/or have the authority to contract on behalf of Zoom, unless a written contract executed with Zoom expressly provides such authority; and
- Provided you have the express authority to contract on behalf of Zoom, conduct appropriate and effective due diligence before entering into agreements with any third party as part of your business relationship with Zoom, and adequately monitor those relationships, to ensure those third parties adhere to the standards in this Business Partner Code.

Anti-Corruption and Ethical Business Conduct

3.1 Anti-Bribery and Anti-Corruption

Zoom expects all business partners to comply with all applicable anti-bribery and anti-corruption laws. Regardless of local practices or what our competitors do, Zoom prohibits all bribes. Bribes, for the purposes of this Code, mean any direct or indirect improper payment to any government official or government employee, or to anyone else, to obtain or retain business, or gain any other business advantage, related to your work with Zoom. Zoom also prohibits promising, offering, or authorizing such payments, even if they are never ultimately made. You also may not accept any improper payments in exchange for conferring an improper business advantage.

The term “payment” is broad and goes beyond money or cash transfers, and includes the exchange of anything of value. Some examples of non-cash things that may, if improperly motivated, violate anti-bribery or anti-corruption laws and/or this Business Partner Code, include:

- Gifts
- Meals
- Entertainment

- Travel benefits
- Charitable contributions
- Political donations
- Job or internship offers
- Other business courtesies and personal favors

There is no threshold value for a bribe – even something that you think is of little to no monetary value can constitute a bribe if it improperly influences a business decision.

Zoom prohibits bribes to any person. However, many laws more harshly criminalize bribes to government officials. Government officials include employees, officials, agents, other representatives, agencies, officers, directors, shareholders, and third-parties acting in an official capacity on behalf of any of the following:

- Government
- State-affiliated entity
- Public international organization, such as the United Nations or World Bank
- Political Party (this prohibition includes the party itself, as well as candidates for public office)
- Members of a royal family

As noted above, Zoom also prohibits bribes to any other person, including but not limited to the officers, directors, shareholders, employees, officials, agents, or other representatives of any non-government organization or private-sector company.

3.2 Giving and Accepting Gifts and Hospitality

Business gifts and hospitality are meant to create goodwill and sound working relationships. Never use them to gain an improper business advantage or facilitate approvals from anyone, including Zoom employees, government officials, or any other third parties with whom you interact in relation to your work for Zoom.

When giving or accepting gifts or hospitality in the course of business for Zoom, you must take great care to avoid even the appearance of impropriety. Some gifts and hospitality are always inappropriate. For example, never give or accept gifts or hospitality that:

- Are meant to influence anyone improperly, including to win or retain business, whether a government official, commercial customer or potential customer, or anyone else;

Anti-Corruption and Ethical Business Conduct (cont.)

- Are in exchange for any improper favor or benefit;
- Involve cash or cash equivalents (such as gift cards);
- Are illegal;
- Are not permitted by the recipient's employer (you are responsible for understanding the rules applicable to the prospective recipient before offering any business courtesy); or
- Could in any way embarrass you, the recipient, or Zoom if the fact of the gift or hospitality became public.

Generally, you should not offer gifts or hospitality to Zoom employees during any open negotiation or procurement process. You also should not offer gifts or hospitality to Zoom employees valued at over \$100 per gift in the United States, or over the amount that would provide the equivalent purchasing power to \$100 elsewhere, globally.

3.3 Following Antitrust/Competition Laws and Principles of Fair Dealing

We strive to outperform our competition fairly and honestly. We will succeed by having superior products and services, not through unethical or illegal business practices. Zoom is therefore committed to fair competition and conducting business in compliance with applicable antitrust and competition laws. The purpose

of those laws is to protect competition, innovation and consumer choice so that consumers get the best products and services at the lowest price. We require our partners to strictly comply with these principles, laws and regulations as well.

In keeping with our commitment, we expect you to prohibit and not engage in any of the following types of conduct:

- Price fixing, customer or supplier allocation, market allocation, bid rigging, group boycotts, agreements to eliminate any competitor, agreements to eliminate quality, or agreements to limit capacity, production, or sales;
- Improper acquisition, disclosure or use of proprietary or confidential information, or trade secrets, belonging to another company; and
- Any other tactic, information exchange, or agreement that inappropriately restricts competition.

Competition and antitrust laws impose severe penalties for certain types of violations, including criminal or administrative penalties and potential fines and damages of millions of dollars, which may be tripled under certain circumstances. Competition law violations may also impede the validity and enforceability of our contracts.

3.4 Conflicts of Interest

Zoom expects our business partners to avoid conflicts of interest. A conflict of interest may exist where Zoom's interests conflict or appear to conflict with your interests. Your decisions and actions impacting our relationship should be in the best interest of our relationship and not based on personal relationships or benefits.

Conflicts of interest include actual conflicts of interest (a real, existing conflict), potential conflicts of interest (a situation that may result in a conflict), and perceived conflicts of interest (a situation that appears to be a conflict, even if it is not). It is important to avoid even perceived conflicts of interest: they can damage your and Zoom's reputation as much as actual or potential ones can.

There are many kinds of conflicts of interest. Here are some examples:

- Exploiting business opportunities discovered through your partnership with Zoom to benefit yourself or another party, rather than using those opportunities for the benefit of our relationship;
- Improper advantages gained through use of Zoom's property or information shared in the course of your relationship with Zoom;



Anti-Corruption and Ethical Business Conduct (cont.)

- Failing to disclose to Zoom during the procurement process that you are owned or controlled by a Zoom employee or family member of a Zoom employee; and
- Appointing a Zoom employee to serve on your advisory board or providing a Zoom employee with equity in your business without prior written approval from Zoom's Compliance and Ethics Department, which may be denied in Zoom's sole discretion.

Evaluating whether something is a conflict of interest can be difficult and may involve a number of factors. If you are aware of an actual, potential or perceived conflict of interest, do not engage in that activity and disclose the potential conflict to Zoom right away.

3.5 Insider Trading

Business partners that have access to material, non-public ("inside") information are not permitted to use or share that information for stock trading purposes or for any other purpose except as required to fulfill your contract with Zoom. All non-public information about Zoom or about companies with which we do business is considered confidential information. Using material, non-public information in connection with buying or selling securities, including "tipping" others who might make an investment decision on the basis of this information,

is not only unethical, it is illegal. You must exercise the utmost care when handling material, non-public information.

3.6 Government Discounts and Free Trials

While not strictly improper, discounts, free trials, and proofs of concept to government entities or officials can create the appearance of impropriety or violate applicable anti-bribery, lobbying, and procurement laws and regulations.

Business partners intersecting with government officials on Zoom's behalf are expected to exercise good judgment and only offer discounts, free trials, and proofs of concept of Zoom products and services if they are (1) commercially required and reasonable, and the commercial purpose and commercial reasonableness is documented in detail at the time of the discount or trial; and (2) in compliance with all applicable laws and regulations. Free trials and proofs of concept to government officials and agencies may only be offered in the specific cases allowed by Zoom's written policies and guidelines, or if expressly pre-approved in writing by Zoom's Compliance and Ethics as required by internal policies. In general, free trials should not be offered

to individual government officials in their individual capacities, or offered without a supporting documentary record.

We expect and require that you will produce to Zoom any records relating to free trials, discounts to customers, including government customers, and proofs of concept, at our request.

3.7 International Trade and Antiboycott Laws

Zoom is committed to complying with the international trade laws of the United States, including economic sanctions, export controls, and antiboycott laws, and with the applicable trade laws of the countries where we do business. We therefore expect you, and any third parties you retain to perform work for Zoom, to comply fully with all applicable U.S. and international trade laws in connection with Zoom business.

You are solely responsible for understanding how international trade laws and regulations may apply to your business, and for conforming to those laws and regulations in connection with your work for Zoom. You can be held civilly or criminally liable for violations of international trade laws, resulting in fines



Anti-Corruption and Ethical Business Conduct (cont.)

or imprisonment, and any violation of those laws and regulations may result in a termination of your relationship with Zoom. Upon request, Zoom will provide you with the export control classification of the software components and associated technology used to support relevant Zoom services.

For clarity, this means that if you are responsible for recruiting any customer or retaining any other third party to perform work for Zoom, you must have adequate measures in place to confirm that they:

- Are not ordinarily resident in, or located within, a country or territory that is subject to applicable trade sanctions or other significant trade restrictions;
- Will not access or use Zoom services or products, or export, re-export, divert, or transfer the products or services, in or to such countries or territories;
- Are not restricted parties, including parties identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals or Blocked Persons

List or identified on the Department of Commerce Denied Persons List, the Entity List, the Military End User List, or the Unverified List.;

- Are not persons, or owned 50% or more, individually or in the aggregate by persons, identified on any applicable list of restricted party lists;
- Are not subject to any restriction on disclosure, transfer, download, export or re-export of Zoom software under applicable export control and sanctions laws;
- Timely pay any amount owed to Zoom, consistent with contractual terms; and
- Will not take any action that would constitute a violation of, or be penalized under, U.S. antiboycott laws administered by the U.S. Department of Commerce or the U.S. Department of the Treasury.

These same provisions apply to you, and you must notify Zoom immediately if you become subject to any of the limitations or restrictions described above.

3.8 Protecting Personal Data and Information

Zoom expects all of our business partners to respect the privacy rights of others and to comply with applicable privacy, data protection, and confidentiality laws and regulations.

When your work for Zoom permits and requires you to use or access personal data or information, including sensitive information belonging to or relating to Zoom's customers, employees, or any other third party, you may use that information only for the purpose for which you use or access it for your commercial relationship with Zoom and only as permitted by and consistent with our Privacy Statement, applicable law and regulations, and any other governing policies or contracts. Personal data and information in this context includes without limitation any information that can identify or relate to an individual, including, for example, names, addresses, telephone numbers, email addresses, financial information, health

Anti-Corruption and Ethical Business Conduct (cont.)

and medical information, and social security numbers and any text, audio, video or other content or traffic data relating to an individual's communications using Zoom's systems.

You must observe all applicable data privacy laws, standards and regulations. You must also allow Zoom's customers and employees to exercise their rights under these laws, and you must protect those rights. Zoom requires you to safeguard the confidentiality, integrity, availability, security, and privacy of any materials and communications containing personal, confidential, or protected data or information. You agree that as a business partner of Zoom you must implement appropriate administrative, technical, and physical safeguards for the protection of personal data in accordance with your contractual commitments, the highest industry standards, and applicable laws. If you

learn of any actual or potential data security breach involving personal data or information, including any of the categories of information above, you must notify Zoom immediately. You must also notify Zoom about, and assist Zoom in responding to, all requests by Zoom customers and employees to exercise their rights under all applicable data privacy laws, standards, and regulations.

Human Rights and Labor

4.1 Human Rights

Zoom is committed to respecting and promoting fundamental human rights across its business operations and supply chain. We do not condone any form of modern slavery, human trafficking, child labor, involuntary labor or unethical or abusive conduct. If you become aware of any such issue or conduct (or the risk of it), you must report your concerns to Zoom immediately. Ethical business conduct and decision-making sit at the heart of our organization, and we expect the same of our business partners.

When working on behalf of Zoom, you must:

- Treat your employees with dignity and respect, and act in accordance with the standards set out in the International Labor Organization's Declaration on the Fundamental Principles and Rights at Work;
- Comply with the letter and the spirit of all applicable laws and regulations, including in relation to working conditions, employee compensation, and working hours;
- Not use any forced labor, involuntary labor (including prison labor), or unlawful child labor, and comply with all applicable labor and child labor laws and regulations;
- Not hold employee identity documents and not require employees to pay recruitment fees;
- Make work-related documents accessible to employees;
- Exercise fairness when making hiring, firing, and evaluation decisions for all employees and allow all employees to terminate their employment freely, with reasonable notice;
- Respect employees' right of free association and collective bargaining in accordance with applicable laws and regulations; and
- Encourage workers' open communication with management and provide a grievance procedure, so that employees can raise workplace concerns. This procedure should be accessible, culturally appropriate, and include the option to report anonymously where appropriate and lawful. Any form of retaliation against a worker for appropriately raising a good-faith workplace concern is strictly prohibited.

4.2 Safe & Healthy Workplace

Our Business partners must commit to a workplace that is free from violence and prohibit conduct that could cause an employee to feel threatened or unsafe. We expect your workplace to follow all applicable health and safety laws and regulations, that you are proactive in preventing occupational hazards or illnesses that may be caused by conditions in your workplace, and that you plan for potential emergencies. This includes implementing managing systems and controls to identify risks, and providing employees access to emergency preparedness tools, clean drinking water, sanitation, and fire safety resources.

Human Rights and Labor (cont.)

4.3 Diversity and Inclusion

We expect our business partners to promote a diverse, equitable, and inclusive workplace that treats all workers with dignity and respect.

We do not tolerate unlawful discrimination or harassment on the basis of race, color, creed, religion, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity or expression, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition, family care status, military or veteran status, marital status, domestic partner status, sexual orientation, genetic information or characteristics, or any other basis protected by law. We expect you to adhere to these same standards and to prohibit unlawful discrimination and harassment against anyone (including any employee,

customer, other third party, or any other stakeholder) based on the presence of any of these characteristics. We also expect you to prohibit unlawful discrimination or harassment on the basis of a perception that someone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

The Environment

5.1 Environmental Protections

Just as our platform is a tool that helps our customers amplify their sustainability efforts, we also strive to minimize the environmental impact of our operations and products. We are committed to conducting our business in a manner that reduces our environmental footprint, conserves resources, and protects the natural environment, and the health and safety of our teammates, customers, and the communities we serve. We cannot do this without your help.

We expect you to follow all applicable environmental laws and regulations. These include, but are not limited to, regulations and laws in the areas of air emissions controls, wastewater treatment and discharge, recycling, environmental permitting, and chemical and waste

management. Zoom's business partners must also comply with applicable regulations relating to conflict minerals and exercise appropriate due diligence and record-keeping to manage compliance. We also expect you to be mindful of your greenhouse gas emissions; Zoom may request information on this from time to time.

Responsible Business Conduct Toward Zoom

6.1 Confidential and Proprietary Information

As a trusted business partner, we may share with you certain confidential and proprietary information about Zoom that is not available to the general public. You should never disclose this information to anyone without express prior written authorization from Zoom, and all information must be limited in nature to that which is necessary and shared only with those with a strict need to know. Zoom's confidential information can only be used for the purpose for which Zoom made it available to you. Confidential and proprietary information that must be protected includes, but is not limited to:

- Business, marketing, and service plans (including whether Zoom has any interest in, or is otherwise involved with, another company);
- Financial information, including Zoom's actual cost to provide its products and services, pricing, and pricing strategies;
- Product or engineering ideas, roadmaps, designs, techniques, and inventions;
- Methods, processes, and know-how,
- Systems, operations, and strategic plans;

- Source and object codes (even if open-source), and databases;
- Customer and supplier lists;
- Personal information belonging to Zoom employees, customers, contractors, or other third parties;
- Zoom intellectual property; and
- Any other data containing or derived from confidential information.

This information may be protected by patent, trademark, copyright, trade secret, privacy, and data protection laws.

In addition, because Zoom interacts with other companies and organizations, there may be times when you learn confidential information about other companies before that information has been made available to the public. You must treat this information the same way that you are required to treat Zoom's confidential and proprietary information.

6.2 Access to Assets and Systems

All assets to which you are given access through your work with Zoom—including Zoom, customer, and third-party property, equipment, premises, and data—must be accessed only by those who need access to

perform such work, as well as used wisely and only for the purpose intended. For the avoidance of doubt, while acting on behalf of Zoom or while using Zoom's computing or communications equipment or facilities, you may not:

- Access the internal computer system or other internal resource of another entity without express written authorization from the entity responsible for operating that resource (also known as "hacking");
- Commit any unlawful or illegal act, including harassment, libel, fraud, sending of unsolicited bulk email (also known as "spam"), trafficking in contraband of any kind, or espionage of any kind; or
- Access material that, if it were to become public, would embarrass you or Zoom (except as necessary and required to fulfill your contract with Zoom, if applicable).

If you receive authorization to access our or another entity's internal computer system or other resource, we expect that you will maintain a permanent record of that authorization that may be retrieved for future reference, and you will not exceed the scope of that authorization.

If you learn of or suspect any misuse of Zoom's or another entity's assets or systems, tell us immediately.



Responsible Business Conduct Toward Zoom (cont.)

6.3 Accurate Business Records and Financial Integrity

Zoom expects you to accurately document all transactions related to our work together in your financial books, records, statements (including invoices), and any reports or other documents you provide to Zoom. These and any other financial materials you create must accurately document all transactions relating to your relationship with Zoom. We also expect that your business records are retained in accordance with all applicable laws, regulations, and the terms of our contract.

In your business with Zoom, we require that:

- You do not hide or disguise the nature of any transaction or of any of our liabilities or misclassify any transactions;
- All books, accounts and records of your business activities with Zoom be accurate and fairly reflect the true nature of the relevant transactions or assets, in reasonable detail;
- Transactions be supported by appropriate and accurate documentation;
- The terms of sales and other commercial transactions

be reflected accurately in the documentation for those transactions and all such documentation must be reflected accurately in your books and records;

- You will not take or authorize any action that would knowingly cause our financial records or financial disclosures to fall out of compliance with generally accepted accounting principles, the rules and regulations of the U.S. Securities and Exchange Commission (SEC), or other applicable laws, rules, and regulations; and
- No cash or other assets be maintained for any purpose in any unrecorded or “off-the-books” fund.

These requirements apply with regard to all transactions, business activities, and assets, no matter their value. Furthermore, you are required to establish and maintain internal controls sufficient to ensure that any transactions and expenses associated with Zoom business are made in accordance with applicable law and regulation.

We reserve the right to audit relevant business partner records and facilities as permitted by law or contract, to ensure that you are making reasonable efforts to comply with this Business Partner Code. We expect that you will produce to Zoom any books, accounts, and records relating to our business relationship upon request.

6.4 Training and Communication

Zoom expects you to comply with this Business Partner Code and all applicable laws and regulations through your own policies, procedures, and contractual terms. You are responsible for making relevant employees and any relevant third parties you retain aware of this Business Partner Code. You are also responsible for training them on, and managing and ensuring their compliance with, this Business Partner Code.



Additional Materials

The principles and values reflected in this Business Partner Code are drawn from Zoom's core values and from international law and guidance, including the following documents.

[Universal Declaration of Human Rights](#)

[Responsible Business Alliance Code of Conduct
\(formerly known as the Electronic Industry Citizenship
Coalition\)](#)

[United Nations Guiding Principles on Business and
Human Rights](#)

[OECD Convention on Combating Bribery of Foreign
Public Officials in International Business Transactions](#)