

Rewind Supplier Code of Conduct

Last updated: 15 January 2026

1. Purpose and Scope

Rewind Software Inc. (“Rewind”) is committed to ethical, responsible, and lawful business practices across our operations and supply chain. As a global SaaS provider entrusted with safeguarding customer data, we expect the same level of integrity and diligence from the third parties who support our operations.

This Supplier Code of Conduct (“Code”) sets out the minimum standards that all suppliers, vendors, contractors and business partners (“Suppliers”) are expected to meet when providing goods or services to, or acting on behalf of Rewind.

Suppliers must ensure that their employees, subcontractors, and any third parties engaged in delivering services to Rewind understand and comply with this Code. Rewind expects Suppliers to impose standards no less protective than those contained in this Code throughout their own supply chains.

This Code reflects Rewind’s core values, our responsibility as a global SaaS provider, and our commitment to protecting our customers and their data, upholding human rights, and conducting business with integrity. It supplements, and does not replace, contractual requirements or applicable laws. Where this Code sets a higher standard, Rewind expects Suppliers to meet that standard to the extent permitted by law.

2. Compliance with Laws & Regulations

Suppliers must comply with all applicable national, regional, and local laws, regulations, and governmental requirements in the jurisdictions where they operate or deliver services. This includes, but is not limited to:

- Labour, employment, and workplace safety laws
- Environmental protection, and sustainability requirements
- Privacy, cybersecurity, and data protection laws
- Competition, antitrust, and fair trading laws
- Anti-bribery and anti-corruption laws
- Anti-money laundering and anti-terrorist financing laws
- Export control, import control, and economic sanction requirements
- Intellectual property and brand protection laws

Suppliers are responsible for maintaining up to date knowledge of all legal obligations relating to the products and services they provide and must maintain accurate records or evidence of compliance.

When industry standards or certifications are applicable to the goods or services supplied (e.g., security, privacy, environmental, or quality standards), Suppliers are expected to meet or exceed such standards.

3. Ethical Business Conduct & Integrity

3.1. Anti-Bribery & Anti-Corruption

Suppliers must conduct business honestly and may not engage in any form of bribery, corruption, kickbacks, facilitation payments, or other improper influence. Suppliers must not offer, promise, give, or accept anything of value with the intention of securing an improper business advantage or influencing a decision.

Suppliers must comply with all applicable anti-bribery and anti-corruption laws, including requirements related to public officials. Gifts, payments, or anything of value directed to a public official, directly or indirectly, are prohibited unless expressly permitted by law.

3.2. Gifts, Hospitality & Business Courtesies

Suppliers may only offer or accept modest and appropriate business courtesies that are:

- reasonable in value
- infrequent
- transparent
- not tied to any expectation of influence or advantage
- compliant with local laws and industry norms

Suppliers may not offer gifts, hospitality, entertainment, or travel during a procurement evaluation, RFP process, negotiation, or contract renewal. Cash or cash equivalents are prohibited under all circumstances.

3.3. Conflicts of Interest

Suppliers must avoid situations where personal, financial, or other interests could conflict or appear to conflict with their duties to Rewind.

Suppliers must disclose to Rewind any actual or potential conflict of interest, including relationships between their personnel and Rewind employees, ownership interests, or any situation that may impair impartial decision-making.

3.4. Fraud, Improper Conduct & Fair Competition

Suppliers must not engage in fraud, deception, misrepresentation, or improper conduct of any kind. Prohibited practices include:

- Coordinating prices, bids, or market behaviour with competitors
- Submitting false or misleading information
- Manipulating records or reports
- Obstructing reasonable audits, reviews, or investigations

Suppliers must comply with all applicable competition/antitrust laws and compete fairly in the marketplace.

3.5. Anti-Money Laundering, Sanctions & Export Controls

Suppliers must conduct business in a manner that prevents the facilitation of money laundering, terrorist financing, sanctions violations, or unlawful transfer of regulated technology or data.

Suppliers must:

- comply with all applicable anti-money laundering (AML), anti-terrorist financing (ATF), sanctions, export control, and import control laws
- avoid dealings with sanctioned individuals, entities, or jurisdictions
- ensure that no goods, software, technology, data, or services provided to Rewind originate from, or are transferred to, restricted or embargoed locations
- maintain controls appropriate to their risk profile to prevent financial crime and unlawful exports
- maintain accurate records documenting transactions subject to trade controls
promptly report to Rewind any known or suspected sanctions or trade-control violations
- cooperate with Rewind in any lawful regulatory or law-enforcement request

3.6. Confidentiality, Brand Protection & Intellectual Property

Suppliers must safeguard Rewind's confidential information, intellectual property, and proprietary materials, as well as the confidential information and personal data of Rewind's customers. Suppliers must not disclose, use, or reproduce Rewind information except as necessary to perform contracted services and only as authorized by Rewind.

Suppliers must implement appropriate administrative, technical, and physical safeguards to protect this information from unauthorized access, loss, misuse, or disclosure. Suppliers must protect Rewind trademarks, logos, brand assets, and technology, and must not use them without prior written authorization.

Any suspected loss, breach, or misuse of Rewind or customer information must be reported to Rewind without undue delay, and no later than 24 hours of becoming aware of a breach.

4. Labour Standards, Human Rights & Modern Slavery

Rewind expects Suppliers to uphold internationally recognized human rights and to provide safe, fair, and lawful working conditions. At a minimum, Suppliers must:

- Prohibit forced, involuntary, or trafficked labour and ensure that all work is freely chosen.
- Prohibit child labour and comply with all minimum age laws and protections for young workers.
- Provide safe and healthy working conditions, including necessary safety equipment, training, and hazard management.
- Treat all workers with dignity and respect, prohibiting harassment, abuse, or degrading treatment.
- Ensure non-discrimination in hiring, compensation, opportunity, or other employment practices, in line with applicable law.
- Comply with lawful working hours, wages, and benefits requirements in the jurisdiction where they operate.
- Respect freedom of association and collective bargaining rights, where permitted by law.
- Provide workers with clear terms of employment, in a language they understand, and maintain lawful transparent employment practices.

These expectations apply to the Supplier in all employment practices connected to work performed for Rewind.

5. Environmental Responsibility

Rewind expects Suppliers to operate in a manner that minimizes negative environmental impacts and complies with all applicable environmental laws and regulations. Suppliers should:

- Manage waste, emissions, and hazardous materials responsibly
- Use resources efficiently
- Identify and manage environmental risks
- Support sustainable practises where practicable
- Ensure that subcontractors meet applicable environmental requirements.

Rewind encourages sustainability efforts, particularly from Suppliers providing cloud, infrastructure, hardware, or facilities-related services, and expects such Suppliers to take reasonable steps to reduce their environmental footprint.

6. Data Protection & Security

Suppliers must protect Rewind's information, systems, and technology, as well as any customer information or personal data they access in the course of providing services to Rewind in accordance with its contract with Rewind and at a minimum, in accordance with industry standards. Suppliers must implement administrative, technical, and physical safeguards appropriate to the sensitivity and volume of data they handle. At a minimum, Suppliers must:

- Comply with all applicable privacy and data protection laws, including those governing personal data, security safeguards, breach notification, and cross-border data transfers.
- Use Rewind or customer information only as authorized and solely for the purpose of delivering contracted services to Rewind.
- Apply appropriate security controls, such as access controls, encryption, secure configuration, vulnerability management, and secure development practices, where relevant.
- Limit access to data to personnel with a legitimate business need and ensure such personnel are bound by written confidentiality obligations.
- Protect against unauthorized access, loss, misuse, or disclosure of Rewind or customer information.
- Promptly notify Rewind of any actual or suspected security or privacy incident involving Rewind systems, data, or customer information.
- Ensure that it and its subcontractors or subprocessors implement equivalent protections to those in this Code and Rewind's Data Processing Addendum.
- Return or securely destroy Rewind and customer information when no longer required

Rewind may request evidence of a Supplier's security and privacy practices such as policies, certifications, audit reports, or assessment responses to enable our evaluation of compliance with this Code.

7. Reporting Concerns & Non-Retaliation

Suppliers must maintain a culture that encourages ethical conduct and lawful behaviour. Suppliers and their workers may report concerns about potential violations of this Code, legal requirements, or Rewind policies.

Reports may be submitted to:

Email: legal@rewind.com

Suppliers must not retaliate against any individual who raises a concern in good faith.

8. Compliance & Oversight

This Supplier Code of Conduct applies to all Suppliers providing goods or services to Rewind or acting on Rewind's behalf. Rewind may incorporate this Code by reference in its agreements, procurement processes, or due diligence requirements.

Rewind may request Suppliers to provide information or documentation demonstrating alignment with this Code or with their own equivalent standards. Suppliers are expected to cooperate with reasonable requests for information.

If Rewind identifies concerns or areas of non-compliance, Suppliers must take prompt corrective action and provide Rewind with an improvement plan. Supplier agrees to periodically update Rewind on its progress towards achieving its improvement plan. Rewind may immediately suspend or terminate a business relationship if a Supplier engages in serious or repeated violations