

Viber Supplier Code of Conduct

Last Updated: 27 July 2026 (Ver. 1.2)

Viber may update this Code from time to time. Updates are effective upon publication

I. Introduction

Viber believes a strong relationship with our Suppliers is the key to ensuring our company's success. This Supplier Code of Conduct was created to communicate our expectations to our suppliers.

II. Purpose

The Supplier Code of Conduct is the foundation of our relationship with our suppliers - creating a mutual understanding of our company's core values and beliefs. The purpose of the Supplier Code of Conduct is to outline our expectations according to law and our company core values and beliefs- ensuring consistent compliance from all of our suppliers.

III. Scope

This code applies to any company who provides goods and/or services, including but not limited to marketing services, software, software maintenance, consulting, office equipment/supplies, design, recruiting and food services, etc., to Viber. This code is not exhaustive; suppliers are required to use their own discretion to ensure compliance with unaddressed topics.

IV. Definitions

Employee

All current and former workers of Viber, their suppliers, or subcontractors.

Personal Data

Any information relating to an identified or identifiable natural person, as defined under applicable data protection law including the EU General Data Protection Regulation (GDPR).

Supplier

An institution, including their subcontractors, who provides goods and/or services to

Viber.
Viber

Viber Media S. a r.l. and any of its subsidiaries or business units.

V. Legal Compliance

Viber requires our Suppliers fully comply with all laws, rules, and regulations applicable to their country of operation and the locations where the goods and services are intended to be provided to Viber.

VI. Business Integrity

We hold all of our Suppliers to the highest ethical standard. Our Suppliers conduct business ethically and do not engage in bribery, embezzlement, extortion or other corrupt practices. Suppliers comply with all applicable anti-money laundering and anti fraud laws and do not engage in, or facilitate, money laundering.

VII. Fair Competition and Antitrust

We require our Suppliers to abide by all fair competition and antitrust laws applicable in their and Viber's country of operation.

VIII. Accuracy of Business Records

The Supplier maintains up-to-date books and records, including financial records, to demonstrate compliance with laws and regulations. Upon Viber's reasonable request, these records must be made available.

IX. Conflicts of Interest

If at any point, there is an existing or potential conflict of interest between a Supplier's interest, duties, obligations or activities, including that of an individual employee, Viber must be notified immediately.

X. Anti-Bribery/Anticorruption/Compliance

Whether directly or indirectly through third parties, Suppliers are prohibited from engaging in all forms of corrupt activities, including but not limited to bribery, facilitation payments, kickbacks, inappropriate gifts and entertainment, and illegal political contributions, donations and sponsorships and any other efforts to obtain or gain an unfair business advantage.

Suppliers must be in full compliance with all applicable foreign and domestic anticorruption laws including the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act as described in the [Rakuten Group Compliance Website](#).

Suppliers comply with all applicable trade compliance, economic sanctions, and export control laws, including those of the EU, UK, and US, and do not engage sanctioned parties or embargoed territories in connection with goods or services provided to Viber.

XI. Gifts and Entertainment

Gifts and entertainment intended to obtain an unfair business advantage must not be accepted by or offered to business partners. "Gifts and entertainment" include anything of value, such as loans, prizes, tickets, or gift certificates.

There are three types of gifts received or given:

- Gifts of a nominal or reasonable expense are usually acceptable.
- Gifts intended to obtain unfair business advantages, including, but not limited to, tickets to sporting events or concerts, cash gifts, and loans, are always prohibited.
- Gifts whose value equals or exceeds \$300 require approval prior to receiving or giving the gift.

Gifts or entertainment, of any value, must never be offered to government officials or associates without prior written approval.

XII. Confidentiality/Privacy

In order to conduct day-to-day business with Viber, the Supplier may need access to confidential/private records. The Supplier must ensure this information is protected and remains confidential, and must comply with any contractual provisions regarding confidentiality. Suppliers may not disclose this information unless given written permission from Viber, normally in the form of a Master Agreement or a Non-Disclosure Agreement.

Where Suppliers collect, access, process, or store Personal Data in connection with goods or services provided to Viber, they comply with all applicable data protection laws, including the GDPR and applicable UK data protection law. Suppliers process Personal Data only as necessary to provide such goods or services and in accordance with Viber's instructions and any applicable data processing agreement. Suppliers implement appropriate technical and organizational measures to protect Personal Data and Viber's systems and information against unauthorized access, loss, or disclosure, and notify Viber without undue delay upon becoming aware of any personal data breach or security incident affecting Viber's data or systems.

XIII. Intellectual Property

Suppliers respect our intellectual property rights, including processes, information, and technology. Suppliers are required to take the necessary precautions to safeguard their knowledge.

XIV. Workplace Standards

The Supplier is required to follow all general workplace standards, including health and safety, environmental, and labor standards. This commitment establishes and ensures a safe working environment for all employees.

a. Nondiscrimination

Discrimination on any basis, including race, religion, gender, disability, nationality, veteran status, political opinion or any other protected class, is prohibited. Hiring, pay, promotion, termination, and other terms of hire are based solely on an ability to conduct the job, instead of any personal/physical characteristics.

b. No Harassment

Workers have a right to a workplace free of harassment. Viber requires its Suppliers prohibit all types of harassment including, but not limited to physical, verbal, psychological and sexual harassment.

c. No Forced Labor

Employees work on a voluntary basis. Forced labor, including prison, servitude, bonded, and indentured labor is prohibited. Suppliers do not withhold employees' government issued identification or travel documents, do not require the payment of recruitment fees by workers, and do not impose unreasonable restrictions on workers' freedom of movement. Suppliers ensure that no goods or services provided to Viber are made with forced labor at any stage of the supply chain, consistent with the EU Forced Labour Regulation (Regulation (EU) 2024/3015).

d. Terms of Employment

Suppliers provide their employees with an environment respectful of their fundamental rights. Employees are allowed to move freely around the workplace.

e. Child Labor

Suppliers abide by all working age laws of their and Viber's country of operation. No one under the age of 16 or the applicable minimum legal age, whichever is higher is employed in any form (excluding any limited internships or co-ops permitted by law). To ensure compliance, the Supplier keeps a record of its employees' validated ages.

f. Working Hours

National and local laws and regulations, of the Supplier and any jurisdiction in which any goods or services will be Complied with by the Supplier.

Suppliers comply with all applicable working-hours and overtime laws in their and Viber's countries of operation. Suppliers do not exceed prevailing local limits on working hours, compensate overtime as required by law, and allow employees at least one day off per seven-day week.

g. Wages and Benefits

The Supplier complies with laws regarding minimum wage or the local industry standard. Employees do not work additional hours to earn minimum wage for a day's work.

h. Freedom of Association and Union Association

Workers can associate freely and establish labor unions. Unions allow employees to express grievances regarding employment or working conditions to management without fear of retaliation.

XV. Health and Safety Practices

Suppliers provide employees with a healthy and safe workplace, in compliance with all local and national regulations.

a. Occupational safety

Suppliers must protect employees from chemical, biological, and physical hazards, in addition to on-site accidents.

b. Emergency Prevention Section

Standards, including but not limited to, fire alarms, fire drills, clearly marked emergency exits, and fire extinguishers, shall be in place as precautionary measures to help prevent emergencies.

XVI. Sustainability

Viber strives to reduce the adverse environmental impact of its operations and to provide services that are environmentally friendly to its end users and we require our Suppliers to do the same. Our Suppliers should demonstrate the highest consideration for the protection of the environment by complying with environmental laws and regulations, preventing environmental pollution, and reducing our environmental burden.

a. Hazardous Waste

The Supplier manages all hazardous materials capable of posing a threat to health and safety by ensuring all materials are safely and appropriately handled and disposed of. Employees are trained on how to handle hazardous material.

b. Wastewater and Solid Waste Emissions

The Supplier monitors, treats, controls, and manages wastewater and solid waste and disposes of it properly.

c. Biodiversity

In addition to complying with national and international laws and regulations concerning biodiversity protection, Supplier must conduct business activities respectful of ecosystems and to minimize any adverse impact that they may have on biodiversity.

d. Air Emissions

The Supplier ensures air emissions are properly disposed of upon

release. **e. Pollution Prevention**

To promote a sustainable environment, Suppliers should strive to reduce their resource consumption and use – including implementing improvement plans for waste reduction, recycling, and energy conservation policies.

f. Conflict Minerals

Conflict minerals, whose obtainment is linked to human rights violations, are not used by our Suppliers and their subcontractors. Suppliers conduct responsible sourcing due diligence consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and, where applicable, the EU Conflict Minerals Regulation (Regulation (EU) 2017/821).

g. Permits and Reporting

The Supplier obtains and maintains all required environmental permits and follows their reporting requirements.

XVII. Subcontractors

Viber must be informed in writing of all material subcontractors (which may be done in a commercial contract). Suppliers ensure their subcontractors receive this code and abide by its contents. Suppliers maintain a reasonable, risk-based process to identify, prevent and mitigate labor, human rights, health and safety, environmental and ethics risks in their operations and supply chain, and cooperate with Viber's supply chain due diligence efforts, including reasonable requests for information, consistent with the EU Corporate Sustainability Due Diligence Directive (Directive (EU) 2024/1760).

XVIII. Audits and Inspection

Viber can reasonably audit the Supplier at any time to ensure compliance with the standards in this Supplier Code of Conduct. Factories can be inspected as a part of this process. If permission to conduct an audit is denied, consequences up to or including termination of any commercial agreement may occur.

XIX. Penalties for Noncompliance

Part of conducting business with Viber includes compliance with this Supplier Code of Conduct. Viber has the right to terminate business with a Supplier who fails to adhere to the code.

If it is determined a Supplier does not adhere to the Code, they must correct their actions to ensure compliance with the requirements outlined in this document.

XX. Speaking Up; Reporting Violations

Viber encourages individuals to report any questions or concerns to Viber's support team by clicking [here](#).

Viber does not tolerate any retaliation taken against an individual who, in good faith, has reported a suspected violation of the Supplier Code of Conduct. When a potential violation has been reported, Viber will investigate the report to the fullest extent possible and respond appropriately.