



Logitech Business Ethics and Conflict of Interest Policy

INTRODUCTION

Logitech is committed to conducting business in a fair, honest and sound manner to help assure that the long-term interests of its shareholders are being served.

As part of this commitment, this Business Ethics and Conflict of Interest Policy sets out the policies and procedures for the fair and honest business practices and behavior that Logitech expects from its Employees.

This policy applies to all Logitech employees, contractors, officers, and members of the Board of Directors, who are referred to below as “**Employees.**” In this policy “**Logitech**” refers to Logitech International S.A. and all of its subsidiaries and affiliates.

Logitech's guiding principles on business ethics and conflict of interest are:

- **Business Ethics:** It is Logitech's policy to comply with both the letter and the spirit of all laws to which it is subject, wherever Logitech does business. Logitech also expects its Employees to conduct all business on behalf of Logitech in a manner consistent with the highest ethical standards.
- **Conflict of Interest:** Logitech expects undivided loyalty from its Employees. Logitech Employees may not engage in any activities that could conflict with Logitech's business interests, adversely affect its reputation or interfere with the fulfillment of the responsibilities of the Employee's job, which at all times must be performed in the best interest of Logitech. Logitech Employees may not use their position with Logitech, or Logitech's information or assets, for their personal gain or for improper benefit of others.

It is not possible to list all rules regarding business ethics or conflicts of interest. In those circumstances in which no guideline is specified, individual conscience, common sense and the adherence to principles of honesty and fairness should prevail in the conduct of Logitech's business.

Set out below are more details on these guiding principles.

A. BUSINESS ETHICS

1. Compliance with Applicable Law

An Employee must take no action on Logitech's behalf that the Employee knows or suspects violates any applicable law or regulation. While we must compete vigorously, we must at the same time do so in strict compliance with all laws and regulations that apply to us in every country in which we do business.

Logitech and its Employees may not assist any other Employee or a third party in violating the laws of any country. This policy applies even where Logitech's assistance would not itself violate the laws of a country.

2. Observance of Moral and Ethical Standards of Society

In addition to full compliance with all laws, each Logitech Employee must comply with the moral and ethical standards of local society in addition to accepted international standards in the conduct of Logitech's business.

3. True and Accurate Communications, Business Records and Public Reporting

Employees must be truthful in all communications with one another, our customers, internal and external auditors, government agencies, and other third parties. Employees must maintain truthful business records that accurately and fairly reflect Logitech business and financial transactions. Employees must not falsify or forge any business records.

Logitech shall at all times provide full, fair, accurate, timely, and understandable disclosure in reports and documents that it files with, or submits to, the SWX Swiss Exchange, the U.S. Securities and Exchange Commission, other regulatory authorities, and in other public communications made by Logitech.

Employees may be called upon to provide information to assure that Logitech's public reports are full, fair, accurate, timely and understandable. Logitech expects all of its personnel to take this responsibility very seriously and to provide prompt and accurate answers to internal inquiries related to Logitech's public disclosure requirements.

The Chief Executive Officer, the Chief Financial Officer and the General Counsel bear a special responsibility to help ensure that a culture exists throughout Logitech as a whole that assures the full, fair, accurate, timely and understandable reporting of Logitech's financial results and condition.

4. Compliance with Foreign Tax or Currency Laws

Logitech and all Employees must obey both foreign and domestic tax laws and foreign exchange control laws. No Employee may on Logitech's behalf enter into any transaction with agents, contractors, consultants, lawyers, distributors or other persons that the Employee knows or suspects will permit these persons to circumvent these laws. Any transaction that has the appearance of permitting any person to circumvent these laws must receive the prior approval of the General Counsel.

5. Labor Practices

Logitech, its Employees and its suppliers must strictly comply with all local human rights laws for all countries in which Logitech or its suppliers do business. Further, Logitech holds itself

and its suppliers of goods and services to a standard that prohibits the use of forced labor, child labor, and unsafe working conditions.

6. No Bribes or Illegal Payments

Logitech will not tolerate, and no Employee may pay, offer or authorize, any bribe or any other unlawful payment on behalf of Logitech. Bribery is the giving of money or anything else of value in an attempt to influence the act or decision of a public official, or to induce the public official to influence any act or decision of the government, to assist Logitech in obtaining or keeping business. This prohibition extends to payments to consultants, agents or other intermediaries when the Employee has reason to believe that some part of the payment or "fee" will be used for a bribe or otherwise to influence government action. Any Employee with knowledge of a request for or payment of a bribe must immediately disclose the information to the General Counsel or the Director of the Legal Department in a region.

The following are not considered bribes or unlawful payments:

(a) Gifts of modest value, conforming to normal social customs in the official's country, and not intended to influence an official. However, any payment or gift (or the giving of anything of value) to an official of more than U.S. \$200 must receive the prior approval of the General Counsel or the Director of the Legal Department in the region. Regional Finance departments, with the approval of the VP / Senior VP or Director of the Legal Department in the region, may, but are not required to, establish guidelines for any gifts below U.S. \$200.

(b) Expenditures for meals and entertainment and other normal social customs provided they are of nominal value and conform to the laws and customs of the country.

B. CONFLICT OF INTEREST

A **conflict of interest** exists when an Employee's duty to give undivided business loyalty to Logitech can be prejudiced by actual or potential personal benefit from another source. All circumstances of conflict of interest, including those specified below, should be avoided.

If an Employee has any doubt about whether an activity may create a conflict of interest, the Employee must report that activity to his or her VP / Senior VP.

1. Loyalty to Logitech

No Employee should be subject, or even appear to be subject, to influences, interests or relationships that conflict with the best interests of Logitech. This means avoiding any activity that might compromise or seem to compromise Logitech or the Employee, or bring embarrassment to or adversely affect the reputation of Logitech or the Employee.

2. Dealing with Suppliers, Customers and Others- Gifts, Meals, Entertainment and Payments

All contacts and dealings with customers, suppliers, and potential suppliers must be conducted so as to avoid even the appearance of impropriety or violation of any applicable law or regulation or this Policy.

(a) General policy

Employees may not offer, ask for, provide or accept anything of value either for themselves or for others in return for favorable treatment from Logitech, customers, suppliers or potential suppliers, or others.

(b) Permitted gifts

Employees may give or receive gifts of a value of less than U.S. \$200 that are motivated by accepted business courtesies. Regional Finance departments, with the approval of the VP / Senior VP or Director of the Legal Department in the region, may, but are not required to, establish guidelines for the gift or receipt of any gifts of a value below US\$200.

(c) Permitted gifts with prior approval

Employees may give or accept gifts that are motivated by accepted business courtesies of a value of more than U.S. \$200 only with the prior approval of the Employees' VP / Senior VP.

(d) Permitted business entertainment

Employees may provide business entertainment (refreshments, entertainment, meals) only if it is of reasonable value, motivated by accepted business courtesies and in accordance with the Logitech Travel and Entertainment Policy.

Employees may accept business entertainment only if it is of reasonable value and motivated by accepted business courtesies. In addition, Employees may accept any business entertainment of a value of more than U.S. \$200, per Employee, only with the approval of the Employee's VP / Senior VP.

(e) No payments or "kickbacks"

Employees may not for their own benefit or the benefit of others solicit or accept any payment, "kickback" or loan of money in any amount from anyone (including any company or government) that does business or wants to do business with Logitech. However, this prohibition does not extend to personal loans to Employees made in the ordinary course of business by financial institutions or consumer lenders with which Logitech does business, unless it could reasonably be viewed as being done to gain a business advantage.

3. No Interests in Competitors or Certain Others

(a) No Financial Interest in Suppliers, Customers and Competitors

No Employee may have any direct or indirect interest in any organization that is seeking or doing business with Logitech or that is a competitor of Logitech. This means for example that no Employee may be an investor or own shares in a Logitech competitor, supplier or customer.

There are only two exceptions to this rule: (1) an Employee may hold up to 0.5% of the shares in a publicly traded company that is listed on a recognized trading market, or (2) if the General Counsel has given prior approval to the Employee.

(b) Certain Prohibited Second-Job Employment

Employees must not accept employment with, or act as consultants or agents for, a Logitech customer, supplier or competitor. An Employee's personal transactions with Logitech customers, suppliers or competitors must not involve the use of Company time, property or information, and must be on non-preferential terms and independent of any relationship with Logitech.

(c) Boards of Directors and Advisory Boards of Other Companies

Employees must not become a paid officer or member of the Board of Directors or paid member of an Advisory Board of other companies without the prior approval of the General Counsel. Employees must not become a non-paid officer or member of the Board of Directors or non-paid member of an Advisory Board of another company without the prior approval of the Employee's VP / Senior VP.

(d) Personal or Family Business with Logitech

Employees must not conduct Logitech business with family members or with a business in which family members participate, without the prior approval of the Employee's VP / Senior VP.

Employees must not sell goods or services to Logitech (beyond the stated or implied scope of their employment) without the prior approval of the Employee's VP / Senior VP.

(e) Business Opportunities

Employees must not take advantage of an opportunity for personal gain that rightfully belongs to Logitech. If a Logitech Employee becomes aware of a business opportunity that might fall within Logitech's business purpose and practice, the Employee must inform his or her VP / Senior VP of the business opportunity. Employees must not sell their own services or products, or those of another person or firm, if Logitech offers similar services or products.

4. No Personal Appropriation of Logitech Property

No Employee may without proper authorization use or permit others to use Logitech property or services for personal purposes or their own personal benefit. The unauthorized removal of Logitech material, equipment or supplies, or unauthorized use of Logitech property, is treated as theft.

The submission of a fraudulent expense report and the misuse of Logitech-issued credit and telephone cards are treated as theft. Each Employee is expected to use the same care for Logitech's property as he or she would if it were the Employee's own property.

Employees who are authorized to charge amounts directly to Logitech, using Logitech credit cards, fuel credit cards or Logitech provided phone access cards may use such accounts for Logitech business purposes only and must also take appropriate precautionary measures to protect such cards against loss or abuse.

5. No Misappropriation of Company Information

Sensitive or confidential Logitech information is the property of Logitech and must not be used by Employees for personal gain. No Employee may give or make available any sensitive or confidential Logitech information (including but not limited to financial data, trade secrets, know-how, future plans, etc.) to any third party. Similarly, no Employee may solicit or use another party's confidential information for personal profit or for any other improper reason. Any exception must be approved in writing by the Employee's VP / Senior VP. See also Logitech's Confidential Information Policy.

6. No Insider Trading

No Employee may profit directly or indirectly from a share or other securities transaction made on the basis of non-public "material" information about Logitech or another company that was obtained as a result of the Employee's service with Logitech. See also Logitech's Insider Trading Policy.

C. GENERAL PROVISIONS

1. Employees are Prohibited from Acting Indirectly through Friends or Family

An Employee who tries to or does take actions prohibited by this Policy indirectly through a friend or family member will be subject to disciplinary action up to and including termination as if the Employee had tried to or had taken the action directly.

2. Violation of Policy

Logitech will take immediate disciplinary action, up to and including termination, of any Employee who violates this Policy or whose relative violates this Policy. In addition, Logitech reserves the right to take all appropriate legal actions in connection with violations of this Policy, including, but not limited to, the initiation of criminal prosecution.

3. Procedure for Enforcement

Except as otherwise stated in this Policy, the VP / Senior VP shall be responsible for enforcing the Policy within his or her organization.

4. How to Raise Questions or Seek an Exception to the Policy; Waivers

An Employee who has questions regarding the interpretation of the Policy or who would like to request an exception to the Policy should submit the question or request to his or her VP / Senior VP, or to a member of the Legal Department. That person will make a decision in writing and communicate it to the Employee.

Any change to or waiver of this Policy for any member of Logitech's Board of Directors, any Logitech executive officer, or Logitech's principal accounting officer or controller, or persons performing similar functions, may only be made or granted by the Board of Directors of Logitech International S.A. and will be publicly disclosed by Logitech. Any transaction that is a related party transaction under U.S. securities laws must be approved by the Audit Committee or another independent committee of the Board of Directors.

5. Raising Concerns about Potential Violations

Employees must notify Logitech as soon as possible if they become aware of any potential violations of this Policy, the law or if they believe that they have been requested to engage in conduct that violates this Policy, the law or to engage in any unethical act.

To raise a concern, Employees may:

- Contact their VP / Senior VP.
- Contact the General Counsel or any lawyer in the Legal Department. If you wish to contact the General Counsel you may send an e-mail to generalcounsel@logitech.com, or send a letter marked "Personal & Confidential" to the attention of the General Counsel at our Fremont address. If the concern relates to a payment to a public official you must contact the General Counsel or the Director of the Legal Department in the region.
- Use the EthicsPoint third party ethics assurance reporting service. Information and instructions for using the EthicsPoint service are available on the Logitech Intranet or by accessing EthicsPoint on the Internet at www.ethicspoint.com. Although you are encouraged to identify yourself, you may remain anonymous when using the EthicsPoint service. In certain countries, privacy laws limit reporting using EthicsPoint to concerns related to finance, auditing, accounting, banking, anti-bribery and related matters.

6. Logitech's Response to Reports of Potential Violations

Logitech will promptly and thoroughly investigate all reported potential violations with the highest degree of confidentiality possible under the circumstances. If Logitech determines, after investigation, that a violation has occurred, then it will take the action that it believes is appropriate or that is required by law. This could include disciplinary action against or prosecution of the individuals involved. It could also result in revising policies or procedures to prevent the occurrence of future misconduct, and increasing auditing and monitoring procedures to detect any future violation. Disciplinary action will vary depending on the circumstances, but may range from counseling to termination of employment of the individuals involved.

7. No Retaliation

Logitech will not engage in or tolerate retaliation against an Employee who has reported a potential violation under this Policy or cooperated with an investigation into reported misconduct. However, filing a report that the Employee knows to be false is prohibited and subjects that Employee to appropriate discipline, which could include termination.

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