UiPath Global Partner Code of Conduct

Applicability

This Global Partner Code of Conduct (the "**Code**") sets out UiPath's expectations and defines the minimum standards of business conduct and business practices applicable to all UiPath customers, resellers, consulting partners, vendors, OEMs, suppliers, agents, entities and/or individuals who do business with, or on behalf of, UiPath (the "**Partners**"). Between this Code and applicable laws and regulations, our Partners are always expected to comply with those requirements that are more restrictive. UiPath may audit compliance with this Code and terminate any Partner's relationships due to a breach of the Code, as assessed by UiPath.

II. Integrity and Compliance with Laws

(A) Anti-Corruption, Anti-Bribery and Business Courtesies

At UiPath we are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and enforcing effective systems to counter bribery and corruption. As such, we prohibit our Partners from engaging in any form of public sector or commercial bribery and we do not accept bribes or facilitation payments in any form. Partners are responsible for ensuring that acceptance of any business courtesies, gifts or hospitalities is proper and could not reasonably be construed as an attempt by the offering party to secure favorable treatment or otherwise violate applicable laws. We expect our Partners to comply with the US Foreign Corrupt Practices Act, 1977 ("**FCPA**"), UK Bribery Act and other applicable anti-bribery laws and regulations, and agree not to engage in any activity which could lead to allegations of breach of these acts.

(B) Conflict of Interests

Conflict of interests can arise and should be openly and effectively managed. It is the policy of UiPath and our Partners' responsibility that any situation that would raise questions about objectivity in the business relationship with UiPath be avoided. If a Partner has or becomes aware of an actual or potential conflict of interest with UiPath, UiPath employees or representatives, they must report all details at legal.compliance@uipath.com as soon as possible.

(C) Fair Competition

UiPath Partners are required to comply with fair trade and the applicable competition laws and must abstain from proposing or entering into any agreement with competitors to fix prices, margins, to divide up any markets or customers, or engaging in any conduct that is deceptive, misleading or unreasonably restrains competition.

(D) Intellectual Property

UiPath respects the intellectual property rights of others and expects other companies to respect its intellectual property rights. UiPath Partners are responsible for protecting any intellectual property rights. Partners must not use proprietary information, patented technology or copyrighted software, documentation, or other materials of UiPath or of third parties without the owner's authorization. UiPath's trademarks, logos and/or other proprietary copyrighted works may be used in accordance with the Trademark & Copyright Use Policy available on UiPath's website.

(E) Advertising and Marketing Standards

UiPath Partners can engage in advertising and marketing containing UiPath name, logo, statements about products and services or other branded references only with prior written consent from UiPath. All advertising and marketing activities should be truthful, accurate and adequately documented.

(F) Export Regulations

UiPath Partners acknowledge that UiPath products and services may be subject to export control regulations and sanctions including U.S. economic sanctions, European Commission regulations, United Nations Security Council resolutions, and other similar national or international regulations ("Export Controls and Sanctions"). UiPath Partner's represent and undertake that themselves, their affiliates or users (i) are not named on any sanctions- or export-related list of restricted parties, including the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the Entity List, Denied Persons List, or Unverified List, maintained by the U.S. Department of Commerce, Bureau of Industry and Security (collectively, the "Restricted Party Lists"); (ii) are not located, organized, or residing in any of the countries and territories subject to U.S. trade embargoes (currently, Crimea, Cuba, Iran, North Korea, and Syria) (collectively, the "Sanctioned Countries"); (iii)



will not knowingly export or re-export the Services or the Technology (or any result therefrom) directly or indirectly, to any Sanctioned Country, any party identified on a Restricted Party List, or otherwise in violation of any Export Controls and Sanctions; and (iv) will not engage in activities that would cause us or our affiliates to be in violation of Export Controls and Sanctions.

Labor and Human Rights Practices

(A) Freedom of Association, Lawful and Freely Chosen Employment

III.

UiPath Partners must respect the legal rights of employees to join worker organizations. UiPath Partners must validate and review all relevant documentation to ensure that any employed worker has the legal right to work in that jurisdiction. Also, UiPath does not employ or accept any form of forced or bonded labor, prisoners, or illegal workers, and expects its Partners to do the same.

(B) Child Labor Avoidance

Any use of child labor is not permitted and UiPath Partners must adopt procedures to verify and maintain documentation that no workers are younger than permitted by the local law. Partners must follow all applicable local laws, regulations and standards concerning working hours and conditions for all workers.

(C) Equal Employment Opportunity

UiPath is an equal opportunity employer and prohibits discrimination and harassment of any kind. We are committed and expect our Partners (i) to offer equal employment opportunity for all job applicants and employees, (ii) to provide all employees a work environment free of discrimination and harassment of any kind and (iii) to take all employment related decisions without regard to race, color, religion or belief, national origin, gender, pregnancy, age, disability, HIV status, sexual orientation, gender identity and/or expression, marital/civil union/domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by any and all applicable laws.

(D) Health and Safety

UiPath Partners must comply with all applicable health and safety laws and regulations and provide a safe work environment and conduct themselves in a manner consistent with all applicable safety standards, including governmental requirements, operations and facility specific safety requirements, and contractual requirements as well as identifying and responding to any public health impacts of their operations and use of their products and services.

(E) Human rights

UiPath recognizes and respects the importance of the European Charter for Fundamental Rights and of the Universal Declaration of Human Rights, which is why UiPath is involved in supporting education and social development with the help of automation. We expect our Partners to respect and promote human rights in carrying out their business, as well as through their actions and relations with governments and organizations.

IV. Environment Protection

(A) Standards

UiPath is committed to protecting the environment. Partners shall develop, implement, and maintain environmentally responsible business practices and will comply with all applicable laws and regulations relating to the impact of their business on the environment.

Information Security

(A) Information Security and Privacy Requirements

V.

Any Partners who process, store confidential information or personal data (as defined by the applicable law) provided by UiPath in any manner, must comply with the requirements set forth in the Information Security and Privacy Requirements available on UiPath website at
 <u>https://www.uipath.com/hubfs/legalspot/UiPath_Information_Security_Requirements.pdf</u> (or successor website)

(B) Confidentiality

Partners must take all reasonable and necessary precautions to safeguard any non-public information of UiPath and its Partners disclosed in any form or manner, marked as, or reasonably considered, confidential, including

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without limitation, technology, software programs, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, whether or not marked, designated, or otherwise identified as, "confidential" ("**CI**"), to which they have access. Partners will not disclose CI to anyone, inside or outside of UiPath, unless (i) under a written and signed permission document from UiPath; (ii) as necessary to comply with the applicable law, a valid order of a court of law or governmental body, or with mandatory rules of an equivalent binding authority, after using reasonable efforts to provide advance notice of such disclosure to UiPath, and, in all cases, subject to a written confidentiality agreement at least as protective as the confidentiality obligations binding on the Partner in relation to UiPath. Partners agrees to defend UiPath from all harm or damages resulted from any breach of confidentiality.

(C) Data Privacy

Privacy and data security are important pillars to building trust and ensuring data confidentiality. UiPath commits to implementing high standards of data protection, and to implement security and organizational measures for minimizing data alteration, loss or unauthorized access. UiPath requires Partners must comply with the applicable data protection laws, to enforce data subject's rights in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR"), and to implement adequate security measures. For the purpose of any engagement between UiPath and the Partner (each, a "Party"), each Party may collect, store and use personal data related to the other Party's representatives or employees, such as their name, telephone number, e-mail address, or job title, as necessary to allow the Parties to enter into, and perform, the engagement. This personal data may be collected from the other Party or directly from the representatives, or employees. Each Party is responsible for complying with the applicable data protection legal requirements and will adequately inform its own representatives and employees of the processing of their personal data, as necessary under the engagement. If any of the Parties would at any time act as a data processor on behalf of the other Party during the performance of the engagement, the Parties will enter into a data processing agreement in accordance with the GDPR or equivalent.

VI. Compliance with this Code

(A) Records

All UiPath Partners must maintain accurate and appropriate records to demonstrate compliance with applicable laws and regulations and this Code. The Partners herby agree and acknowledge UiPath has the right to be provided upon written request with all relevant data and documents to demonstrate compliance with applicable laws and regulations and this Code.

(B) Reporting

Any breach of the UiPath Global Partner Code of Conduct, UiPath policies or the law is taken seriously. Such concerns should be reported at legal.compliance@uipath.com. If you wish to report anonymously you can use the following means:

- Web app: <u>uipath.ethicspoint.com</u>
- Mobile app: <u>uipathmobile.ethicspoint.com</u>
- Hotline: There are dedicated lines for each country where UiPath has an entity. Access <u>uipath.ethicspoint.com</u> and select the country you are located in. This action will display the hotline number for your country.