



# **UiPath Global Partner Code of Conduct**

## I. Applicability

This Global Partner Code of Conduct (“Code”) sets out the minimum standards of business conduct expected from all third parties that do business with or on behalf of UiPath, including customers, resellers, consulting partners, vendors, people carriers, Original Equipment Manufacturers, agents, contractors and other entities and/or individuals (collectively, “Partners”). Partners must comply with all applicable laws and regulations as well as the standards set out in this Code. Where there is conflict, Partners must comply with the more restrictive standard. Partners must ensure that their personnel working on their behalf with UiPath understand and comply with this Code and any training, policies or guidance as requested by UiPath from time to time. UiPath may audit compliance with this Code. Failure to comply with this Code or applicable laws or policies may result in corrective actions, including suspension or termination of the business relationship in accordance with applicable agreements, with or without remedy.

UiPath refers to UiPath Inc. and all its subsidiaries, owner of otherwise controlled.

## II. Business Integrity and Compliance with Laws

### 1. Anti-Corruption, Anti-Bribery and Business-Courtesies

1.1. UiPath is committed to conducting business with integrity and does not tolerate bribery and corruption in any form. Partners must comply with applicable anti-bribery and anti-corruption laws and regulations, including the US Foreign Corrupt Practices Act of 1977 (“FCPA”) and UK Bribery Act 2010 as amended, and agree not to engage in activities that could lead to allegations or proven breaches of these acts or laws.

- Partners must not offer, promise, authorize, give, request or accept anything of value to improperly influence a business decision or obtain an unfair advantage. This prohibition applies to business dealings in both private and public sector.
- Facilitation payments, bribery and kickbacks are prohibited.
- Partners must ensure that any business courtesies, gifts or hospitalities exchanged with UiPath or on behalf of UiPath or in business dealings where UiPath is present are reasonable, transparent, and made in good faith and could not reasonably be construed as an attempt by the offering party to obtain an unfair advantage or otherwise violate applicable laws and policies.

1.2. Partners must maintain appropriate policies, procedures, and controls to prevent bribery and corruption in connection with their business activities involving UiPath.

1.3. Dealing with Public Sector Entities:

- Where Partners, or their personnel, interact with public sector entities or public officials in any capacity related to UiPath, such interactions must be conducted only by representatives duly authorized by the Partner for that purpose. These representatives shall represent UiPath solely within the scope and authority expressly granted to them by UiPath in writing, and shall refrain from making any personal representations, commitments, or undertakings on behalf of UiPath unless expressly authorized in writing by UiPath.
- Partners must promptly report to UiPath’s Ethics & Compliance team at [ethics.compliance@uipath.com](mailto:ethics.compliance@uipath.com) any request or suggestion from UiPath employees, representatives, or agents that could be interpreted as an attempt to improperly influence a public official or to expedite an administrative or governmental procedure through improper means. The channels listed in this Code may also be used for this purpose.

## 2. Conflict of interests

Conflict of interests can arise and should be openly and effectively managed. Partners must avoid situations where personal, financial or other interests conflict or appear to conflict with UiPath's interests. Partners must disclose promptly any actual or potential conflict of interest involving UiPath, its employees, contractors or representatives so that the situation can be appropriately managed. Some illustrative examples include close personal relationships with UiPath employees involved in business decisions, financial interests in UiPath Competitors, undisclosed third party relationships such as subcontracting activities, being aware of a partner having a dual role, both as an UiPath employee and Partner employee or an UiPath employee and a Partner business consultant or other situations that could improperly influence business decisions.

Such situations must be reported timely to [ethics.compliance@uipath.com](mailto:ethics.compliance@uipath.com).

## 3. Fraud Prevention and Unauthorized Agreements

3.1. UiPath expects its Partners to conduct business honestly and to avoid any form of fraud or deceptive practice. Partners must not engage in fraudulent conduct, including falsifying records, submitting inaccurate information, or misrepresenting transactions related to UiPath business. Partners must not enter into undisclosed or unauthorized side agreements with UiPath, its customers, or other UiPath resellers or distributors that are inconsistent with approved contracts or commercial terms involving UiPath products or services.

3.2. All business commitments involving UiPath must be accurately documented, properly approved, and transparently recorded in accordance with applicable laws and UiPath policies.

- Partners must not purchase UiPath products or licenses for stock or resale without a legitimate end customer transaction where such disclosure is required under UiPath policies or agreements.

## 4. Fair Competition

4.1. UiPath expects partners to compete fairly and to comply with applicable antitrust laws. Partners must neither engage nor involve UiPath in any anti-competitive practices or practices that could expose UiPath to violations of competition law risks. Partners must not participate in agreements or discussions that involve:

- Fixing or coordinating prices, discounts or other commercial terms;
- Dividing or allocating markets, territories or customers;
- Manipulating or coordinating bids or tenders;
- Exchanging confidential or commercially sensitive information including pricing, costs, customer information or business strategies.

4.2. Partners must exercise caution when participating in industry meetings, conferences, or trade associations where competitors may be present, and must not discuss pricing, markets, customers, or other commercially sensitive information.

## 5. Intellectual Property

UiPath respects the intellectual property rights of others and expects its Partners to comply with the applicable law with respect to its intellectual property rights and those of third parties. Partners must always comply with the obligations stipulated in their agreement with UiPath or other third parties with respect to use of proprietary information, patented technology or copyrighted software, documentation, or other materials of UiPath or of third parties. Subject to article 6 ('Advertising and Marketing

Standards'), UiPath's trademarks, logos and/or other proprietary copyrighted works may be used only in accordance with the Trademark & Copyright Use Policy available on UiPath's website.

## **6. Advertising and Marketing Standards**

Partners may use the UiPath name, trademarks, logos, references about UiPath products or services in advertising or marketing materials only with prior written authorization from UiPath and in accordance with UiPath branding and marketing guidelines. All advertising and marketing activities contain accurate statements, do not misrepresent UiPath, its products or capabilities, and include fair, factual and substantiated comparison with competitors, if any. Partners may use the marketing competitive comparison materials provided by UiPath solely for (i) live customer or prospect discussions, and (ii) internal Partner sales training. Partners must not, without UiPath's prior written approval, allow any customer, prospect, or third party to (i) retain the marketing competitive comparison materials; (ii) distribute, publish, or republish them; (iii) modify, annotate, combine, or supplement them with related content; (iv) or use them in any public-facing forum. Partners must maintain appropriate documentation supporting claims made in marketing materials involving UiPath.

## **7. Export Regulations, Trade Sanctions**

UiPath products, software, technology and services may be subject to export control and trade sanctions in the jurisdictions where UiPath operates, including U.S. Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union restrictive measures and sanctions, United Nations Security Council resolutions, and other similar national or international regulations (collectively "Export Laws"). Partner agrees to comply with all Export Laws related to Partner's access to and use of the Technology and Services. Partner represents and warrants that neither Partner nor any of Partner's actual or beneficial owners is (i) located, organized, or resident in a country or territory that is subject to a U.S. trade embargo (currently, Cuba, Iran, North Korea, and the Covered Regions of Ukraine) (collectively, the "Embargoed Countries"); or (ii) identified on, or owned or controlled by any party identified on, any applicable sanctions or restricted party list, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Entity List, Denied Persons List, or Unverified List, administered by BIS or any sanctions lists adopted by the European Union (collectively, the "Restricted Party Lists"). Partner agrees that it will not, directly or indirectly, sell, provide, export, re-export or otherwise transfer UiPath Software, Technology or Services to (a) any Embargoed Country, (b) any person or entity identified on, or owned or controlled by a party identified on, a Restricted Party List, or (c) any person or entity for use in connection with any nuclear, chemical, or biological weapons, missile technology, or military end-uses or that is otherwise ineligible to receive such items under the Export Laws. Partner acknowledges that UiPath may cease to provide the Technology and Services if UiPath determines that Partner has violated any of the representations in this Section and Partner agrees to promptly notify UiPath in writing if its status under any of these representations change.

Export control laws may also restrict the sharing of technical information, software access, or system credentials with certain individuals or locations.

Partners must maintain appropriate processes to ensure compliance with applicable export control and sanctions requirements and must promptly inform UiPath if circumstances arise that could affect their compliance with these obligations.

## **8. Anti-Money Laundering**

Partners must comply with all applicable anti-money laundering and counter-terrorist financing laws and must not engage in transactions that may conceal the origin of funds or facilitate financial crime or other unlawful activities.

## **9. Counterfeit, unauthorized and improperly sourced Products, Components or Materials**

UiPath requires its Partners to maintain appropriate controls to prevent the introduction of counterfeit, unauthorized or improperly sourced components, materials or software into the supply chain. Illustrative examples of unauthorized or improperly sourced products are purchasing software licenses as stock and reselling them to customers outside of the approved sales process, including where the partner does not have a valid end-user transaction or purchase order, reselling UiPath licenses through unauthorized intermediaries, circumventing licensing or territory restrictions imposed by UiPath. Partners must ensure that UiPath software and licenses are distributed only through authorized channels and only to properly identified and approved end users.

## **10. Insider Trading**

Through your business relationship with UiPath, you may be privy to confidential information of UiPath or its customers or partners that may provide you or anyone to whom you disclose such information an unfair financial advantage as it pertains to the purchasing or selling of equity in such companies. The use of such inside information with respect to purchasing or selling UiPath securities is unlawful and may lead to civil and/or criminal liability.

## **III. Responsible Use of UiPath Technologies and AI**

The Partner shall adhere to ethical AI development and deployment principles and shall engage in responsible AI practices. The Partners will observe applicable AI regulations, including the EU AI Act (Regulation (EU) 2024/1689). Partners must use UiPath's AI technology in accordance with UiPath's Acceptable use policies, including implementing proper human oversight measures when AI deployment can impact individual rights.

Partners must not use UiPath technology to facilitate illegal activities, including fraud, cybercrime, or violations of applicable laws. Partners must not use UiPath AI products for practices prohibited under the EU AI Act or other regulations.

## **IV. Human Rights and Labor Standards**

### **1. Human Rights**

UiPath is committed to respecting internationally recognized human rights, such as the European Charter for Fundamental Rights and of the Universal Declaration of Human Rights in its operations and business relationships. UiPath expects its Partners to respect human rights in carrying out their business. UiPath Partners must not engage in child labor, human trafficking, forced labor or any other form of modern slavery in their operations and supply chain. Partners are expected to treat workers fairly and with dignity and to comply with applicable labor and employment laws.

## 2. Freedom of Association, Lawful and Freely Chosen Employment

UiPath Partners must act in accordance with applicable legislation for the legal rights of workers, including freedom of association, working conditions, working hours and wages. Partners must ensure that any employed worker has the legal right to work in the jurisdiction where they are employed. Partners shall uphold fair labor practices and fair treatment of workers.

## 3. Health and Safety

UiPath expects its Partners to provide and maintain a safe work environment for their employees and others affected by their operations. Partners must comply with applicable health and safety laws, regulations and industry standards, related to workplace conditions and working standards.

## 4. Fair Treatment, Non-Discrimination and Inclusion

4.1. UiPath is committed to fostering a workplace that is respectful, inclusive and free from discrimination. We expect our partners to uphold the same standards. UiPath prohibits discrimination and harassment of any kind and promotes an environment where people are treated with dignity and respect. Partners must not discriminate or tolerate harassment based on characteristics protected under applicable laws, including race, color, religion or belief, national origin, gender, pregnancy, age, disability, sexual orientation, gender identity or expression, marital or family status, military service, or any other legally protected status.

4.2. Partners must make employment-related decisions—including hiring, promotion, compensation, training, and termination—based on qualifications, performance, and business needs.

## V. Environmental Responsibility

**Environmental Standards:** UiPath is committed to minimizing the environmental impact of its operations and expects Partners to operate in an environmentally responsible manner. Partners must comply with applicable laws and regulations relating to the impact of their business on the environment and should take reasonable steps to reduce the environmental impact of their operations. The Partner shall keep records of environmental permits and of relevant environmental practices, and will provide them to UiPath, alongside any certifications or required metrics, as required by law or contractual obligations or upon UiPath's reasonable request.

## VI. Security & Privacy

### 1. Information Security and Privacy Requirements

1.1. Partners who process, store, or otherwise have access to, 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 the UiPath website at [this address](#) (or successor website).

1.2. Partners must implement and maintain appropriate technical and organizational security measures to protect UiPath information from unauthorized access, disclosure, alteration, or loss.

- 1.3. Partners are expected to follow UiPath's security requirements when handling UiPath data, systems, or technology and must promptly notify UiPath of any actual or suspected security incident affecting UiPath information.
- 1.4. Partners must ensure that access to UiPath systems, data, and platforms is restricted to authorized personnel and used only for legitimate business purposes.

## 2. Confidentiality

Partners must protect UiPath Confidential and non-public information and use it only for legitimate business purposes related to their relationship with UiPath. Confidential information includes, without limitation, technology, software programs, trade secrets, know-how, business operations, plans, strategies, customer information, pricing, and other proprietary information, whether marked or formally designated confidential. Partners must not disclose confidential information to any third parties unless (i) disclosure is authorized in writing by UiPath; (ii) or is required by applicable law, a valid court order or governmental authority, after using reasonable efforts to provide advance notice of such disclosure to UiPath where legally permitted, 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 agree to defend UiPath from all harm or damages resulting from any breach of confidentiality.

## VII. Governance and Compliance with this Code

### 1. Governance

Partners must maintain appropriate policies, procedures and internal controls to ensure compliance with applicable laws and standards set out in this Code. UiPath may request information or certifications to assess compliance. Partners agree to cooperate reasonably with such requests. Failure to cooperate might delay onboarding, transactions or may lead to termination of the existing business relationship. Partners are expected to cascade similar standards throughout their supply chain, including with employees, subcontractors, agents and other third parties.

### 2. Remedies for non-compliance

In the event of any breach of the provisions outlined herein, UiPath will provide written notice to the Partner, allowing, when possible, a reasonable period for remedy. Failure to rectify the breach within the stipulated timeframe may result in termination of the contract, subject to applicable termination provisions.

### 3. Raising Concerns and reporting misconducts

Any breach of the UiPath Global Partner Code of Conduct, UiPath policies or the law is taken seriously. Such concerns should be reported at [ethics.compliance@uipath.com](mailto:ethics.compliance@uipath.com) or through the 3rd party hotline as through the web app: [uipath.ethicspoint.com](http://uipath.ethicspoint.com), mobile app: [uipathmobile.ethicspoint.com](http://uipathmobile.ethicspoint.com) or dedicated lines for each country where UiPath has an entity also available on [uipath.ethicspoint.com](http://uipath.ethicspoint.com).