

## UiPath Global Partner Code of Conduct

### I. 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, people carriers, OEMs, agents, entities and/or individuals who do business with, or on behalf of, UiPath (the “Partners”). Partners will cascade the Code to the personnel they have working for UiPath (including any training, policies or guidance as requested by UiPath from time to time). 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, with or without remedy, any Partner’s relationships due to a breach of the Code, as assessed by UiPath.

UiPath is defined as UiPath Inc. and all its subsidiaries, owned or otherwise controlled.

### II. Business 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 controls to counter bribery and corruption. UiPath does not allow bribes or facilitation payments in any form. As such, our Partners must not engage in any form of public sector or commercial bribery. Partners are responsible for ensuring that the acceptance, promise or offering of any business courtesies, gifts or hospitalities is proper, made in good faith and could not reasonably be construed as an attempt by the offering party with the purpose of obtaining favorable treatment or otherwise violate applicable laws. Our Partners are required to comply with the US Foreign Corrupt Practices Act of 1977 (“FCPA”), UK Bribery Act 2010 as amended and other applicable anti-bribery laws and regulations, and agree not to engage in any activity which could lead to allegations of breach of any of these acts or laws.

#### (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 [ethics.compliance@uipath.com](mailto:ethics.compliance@uipath.com) as soon as possible.

#### (C) Fair Competition

UiPath shall not tolerate any anticompetitive behavior from its Partners. All Partners need to be aware of and comply with the applicable fair-trade regulations and competition laws.

It is the responsibility of each Partner to ensure that they do not engage nor involve UiPath in any anti-competitive practices nor in any other conduct that is deceptive, misleading or that unreasonably restrains competition, whether documented or through general business dealings. Price fixing with other partners; dividing territories, markets or customers; participating in any form of bid rigging (e.g., fixing the outcome of a tender); sharing or discussing non-public information are against the laws and this Code.

#### (D) 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 comply at all times 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 clause (E), 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.

**(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 the Technology and Services may be subject to export control and sanctions laws 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, Syria, and Crimea & 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 the 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.

**(G) Counterfeit Components**

UiPath requires its Partners to develop, implement, and maintain effective methods and processes to identify and minimize the risk of introducing counterfeit parts and materials into the supply chain.

**(H) 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. Human Rights and Labor Standards**

**(A) 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. UiPath Partners must not engage in child labor, human trafficking, or forced labor (and all other forms of modern slavery) in any guise in its operations and supply chain.

**(B) Freedom of Association, Lawful and Freely Chosen Employment**

UiPath Partners must act in accordance with applicable legislation with respect to freedom of association, working conditions, including working hours and wages.

Partners must respect the legal rights of employees to join worker organizations.

Partners must validate and review all relevant documentation to ensure that any employed worker has the legal right to work in that jurisdiction.

Partners shall uphold fair labor practices and fair treatment of worker.

**(C) Health and Safety**

UiPath Partners must 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.

**(D) Fair Treatment, Non-Discrimination, Diversity and Inclusion**

UiPath is an equal opportunity employer and prohibits discrimination and harassment of any kind. We 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. UiPath Partners should comply with all local legal requirements concerning conducting interviews. UiPath expects Partners to demonstrate a commitment to diversity and inclusion through all aspects of workplace management.

**IV. Environmental Responsibility**

**(A) Environmental 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. The Partner shall keep records of environmental permits and of relevant environmental practices and will provide them, alongside any certifications or required metrics, as per the applicable legislation.

**V. Security & Privacy**

**(A) Information Security and Privacy Requirements**

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 UiPath website at (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 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 therefore requires that its Partners comply with the applicable laws governing the data processed, including without limitation, 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, signature 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. Any international transfer of UiPath personal data shall be protected and shall be performed only if there is a valid transfer mechanism in place, such as the EU-US Data Privacy Framework, an adequacy decision, Standard Contractual Clauses or Binding Corporate Rules.

## VI. Governance and compliance with this Code

### (A) Governance

UiPath expects Partners to develop internal controls and monitoring processes that ensure compliance with the applicable legislation and that deter and prevent unlawful behavior.

Partners agree that, upon onboarding and from time to time later, as decided by UiPath, UiPath may conduct due diligence upon them. Partners agree to provide the relevant information and certifications for the purpose of the due diligence. Failure to comply might delay onboarding, transactions or even lead to termination of agreements. Partners are expected to cascade similar obligations in the entire supply chain and ensure that they will comply with the applicable legislation.

### (B) Records

All UiPath Partners must maintain accurate and appropriate records, including financial records, to demonstrate compliance with applicable laws and regulations and this Code. The Partners hereby agree and acknowledge to provide upon written request to UiPath, all relevant data and documents to demonstrate compliance with applicable laws and regulations and this Code.

### (C) 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, for 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.

### (D) Raising Concerns and reporting of 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). If you wish to report anonymously you can use the following means:

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