

# Supplier Code of Conduct of Parloa

Parloa GmbH

Parloa Inc.

**(„Parloa Group“)**

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## Foreword

Parloa uses AI to create automated and augmented customer service conversations with unprecedented quality, resulting in communication that is a positive experience for both companies and the customers they serve. Parloa's contact center AI platform is specifically tailored to meet the requirements of enterprise companies, making innovative artificial intelligence an essential part of customer service at all relevant touchpoints.

To achieve this, Parloa's enterprise platform orchestrates market-leading AI components and their latest innovations, such as LLMs and Generative AI, and coordinates them in real-time.

Parloa brings decisive benefits to the entire contact center:

- Customer satisfaction in the contact center increases thanks to outstanding automation quality. This includes significantly reduced waiting times, forwarding, and fast solutions for inquiries on all service channels.
- Agents offer a wider, more satisfying skill set. They are relieved of repetitive, frustrating tasks and can use their skills for more specialized tasks.
- Companies benefit from efficient operational processes, cost savings, increased sales potential, and greater planning security.

Parloa strives to deliver this commitment towards a positive social and environmental impact by operating ethically, with transparency and integrity towards its entire relationship network, as well as by working collaboratively with Suppliers acting on behalf of Parloa, who share the same values and commitments.

This Code of Conduct outlines the key policies, processes, and behaviors which Suppliers must adhere to, including our commitment to our planet, our communities, and each other. These commitments underpin the strong, enduring relationships we have with all our stakeholders around the world, and by adhering to them, we will ensure Parloa continues to flourish for generations to come.

## Our Code

This document is the foundation of a successful business relationship between Parloa and its Suppliers and is drawn from internationally recognized standards and frameworks such as the United Nations (UN) Universal Declaration of Human Rights, the United Nations Guiding Principles on Business and Human Rights, the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, the ILO Declaration on MultiNational Enterprises, the Ethical Trading Initiative Base Code and the United Nations Global Compact.

This Supplier Code of Conduct ("**the Code**") lays out the minimum standards we expect to be met by our Suppliers, which includes all service providers, partners, any third parties, contractors, consultants, representatives, advisors, vendors and agents acting on behalf of Parloa. This Code is related to the associated supply contract ("**the Contract**").

This Code sets Parloa's expectations of compliance with applicable local and international laws, rules, regulations and official requirements, including, but not limited to, human rights, modern slavery, employment practices, sustainability and environmental responsibility, anti-corruption, anti-money laundering, economic sanctions, information security and data protection.

Suppliers should act in accordance with this Code and Parloa's business and responsible sourcing policies. Parloa is strongly committed to trading ethically and to ensure acceptable working conditions and environmental best practices in its supply chain. Through our Supplier assessment programmes and adopting a process of positive engagement and continual improvement, Parloa's aim is to go beyond compliance. We expect our Suppliers to conduct their business with transparency and integrity and to be committed to the highest standards of ethical conduct and environmental practice. We prefer our Suppliers to align with the science-based targets approach to address climate change and biodiversity loss. From the human rights perspective, we want our Suppliers to adopt a due diligence approach in line with the UN Guiding Principles on Business and Human Rights.

Parloa does not tolerate corruption in any form nor any human rights violations. Violations of any principles defined in this Code will trigger immediate review of our business relationship and may result in its termination. Suppliers are expected to incorporate and monitor the principles of this Code with their own suppliers, to ensure that the requirements of this Code, or other contractual terms, apply to their whole supply chain, including sub-suppliers, subcontractors, homeworkers and temporary labour agencies.

## **1. Introduction**

Parloa is committed to environmentally and socially responsible business management. We expect the same conduct from all of our Suppliers. We also require all of our employees to respect the principles of environmentally and socially responsible and ethical conduct and to integrate these principles into our company culture. Furthermore, we strive continually to optimize the sustainability of our corporate activities and our products and services, and we ask our Suppliers to contribute to these efforts in the spirit of an integrated approach.

For future cooperation, the contracting partners agree on the validity of the following rules for the Code. This agreement forms the basis for all future deliveries of supplies. The contracting partners commit to fulfill all of the principles and requirements of the Code. The Suppliers are requested to contractually commit their subcontractors to adhere to the standards and rules specified in this document. This agreement shall enter into force upon signature. Violation of this Code can constitute a cause and reason for the company to terminate the business relationship, including all associated supply Contracts.

## **2. Requirements for Suppliers**

Suppliers must comply with the Parloa business, human rights, and sustainability policies.

The following requirements represent the minimum environmental practices and standards which Parloa expects Suppliers to meet:

### **a. Social Responsibility**

The following requirements represent the minimum employment standards and practices, which Suppliers are expected to meet in regard to all their Workers, permanent or temporary, direct or outsourced. Specific requirements are detailed in the relevant companies policies. For this purpose, Workers means any individual working under (1) a contract of employment, or (2) any other contract with another party whereby the individual undertakes to personally do any work for, or provide services to, the other party (but excluding contracts where the other party is a client or customer of any profession or business undertaking carried on by the individual).

Suppliers are expected to comply with all applicable domestic laws and to adhere to international human rights standards and modern slavery regulations in the jurisdictions in which they work. Where domestic and national law may not be aligned with international human rights standards or the standards set out in this Code, the higher standard applies.

Suppliers should have clear policies and management systems for managing working conditions. These should include but not be limited to hiring, grievance management, termination and career development.

### **b. Regular Employment**

Suppliers must provide Workers with written and understandable information about the legal and contractual conditions of their freely chosen employment. Obligations to Workers under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

#### **c. Elimination of forced labour**

No forced labour, slave labour or similar form of labour may be used. All work must be done by choice, and Workers must be able to end the work or the employment relationship at any time.

#### **d. Prohibition of child labour**

Child labour is forbidden at every phase of production. The Suppliers are called upon to adhere to the ILO conventions' recommended minimum age for the employment of children. According to these recommendations, the age should not be lower than the age at which compulsory school attendance ends, and should in no case be lower than 15. If children are discovered to be working, the Supplier is to document the measures that are to be taken to remedy the situation and enable the children to attend school. The rights of young workers are to be protected and special protective provisions for them are to be complied with.

#### **e. Fair wages**

The wage for regular working hours and overtime must comply with at least the statutory national minimum wage or the customary minimum wage for the industry, whichever is higher. In every case, the wage for overtime hours must be higher than the wage for regular hours. If the wage is not sufficient to cover the usual cost of living while allowing the worker to accumulate a minimum amount of savings, the Supplier is obligated to increase the worker's pay to reach a sufficient level for this. All legally mandated benefits are to be provided to employees. Wage deductions as a punitive measure are not permitted. The Supplier must ensure that the Workers receive clear, detailed and regular written information about the composition of their pay.

#### **f. Fair working hours**

The working hours must comply with the applicable laws and industry standards. Overtime is only permitted if it is performed on a voluntary basis and does not exceed a total of 12 overtime hours per week. After six consecutive working days, an employee is to be provided with at least one day off. The total weekly working hours cannot regularly exceed 48 hours.

#### **g. Harassment and Abuse**

Suppliers must treat Workers equally, with dignity and respect at all times. As such, Suppliers must not allow Workers to be subjected to any form of intimidation, physical abuse or discipline, any form of bullying or harassment, including but not limited to, sexual, physical and verbal harassment, gender-based violence or any other form of intimidation.

#### **h. Freedom of association**

The right of employees to form and join organizations of their own choosing and to engage in collective bargaining (e.g. to join trade unions) is to be respected. In cases in which freedom of association and the right to hold collective meetings are legally restricted, alternative possibilities for an independent association of employees for the purpose of collective bargaining are to be permitted. Employee representatives are to be protected from discrimination. They are to be granted free access to their colleagues' work places to ensure that they are able to exercise their rights in a lawful and peaceful manner.

The Supplier shall respect workers' right to freedom of association, to join trade unions, to appeal to worker representatives and to membership in works councils in accordance with the applicable local laws. It must be possible for workers to communicate openly and without fear of reprisals or harassment.

**i. Prohibition of discrimination**

Discrimination against Workers in any form is prohibited. This applies, for example, to discrimination on the basis of gender, race, caste, skin colour, disability, political convictions, family background, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of every individual shall be respected.

Suppliers must be committed to promote non-discrimination and gender equity, by treating all Workers in a fair manner during work, respecting and supporting human rights in order to ensure an environment free of discrimination and with equal opportunities. Particular attention must be paid to those most vulnerable to discrimination, including but not limited to migrants, women, temporary and legal young workers.

**j. Health protection; occupational safety**

Suppliers must ensure their Workers a safe and hygienic working environment. To this end, Suppliers must adopt proactive measures to ensure such conditions and to prevent accidents, injuries and occupational illnesses occurring in the course of work. Such measures include, but are not limited to, carrying out regular and recorded health, fire and safety training, having in place waste and chemical management, making available adequate personal protection equipment, conducting regular inspections of premises to ensure they are structurally sound, meet legal building regulations and do not pose a fire or other safety hazards, and ensure access to clean toilets and drinkable water and to medical facilities. Accommodation, where provided, must be clean, safe, and meet the basic needs of the Workers.

**k. Complaint mechanisms**

At the operational level, the Supplier is responsible for establishing an effective complaint mechanism for individuals and communities who could be affected by negative impacts. Workers should be made aware of the type of remediation they should expect – depending on the grievance raised.

**3. Environmental Responsibility**

Suppliers must comply with the Parloa business, human rights, and sustainability policies. The following requirements represent the minimum environmental practices and standards which Parloa expects Suppliers to meet:

**a. Environmental Sustainability**

Suppliers must be compliant with all applicable local, national and international environmental laws and regulations and will seek to meet local and/or international standards where these are more demanding than applicable laws and regulations. Suppliers must hold all local, national and international permits required to operate, while also reducing environmental impact proactively.

Parloa strongly encourages Suppliers to adopt and embed proactive measures in their operations and supply chain to lower negative impacts and strive for positive impacts on the environment, including the climate, forests, other biodiversity and natural ecosystems, animals, as well as on human habitat and built environment.

To align with Parloa's Commitment to environmental sustainability, Suppliers should consider actions such as but not limited to:

1. Setting Science Based Targets.
2. Improvement of energy efficiency and use of renewable energy.
3. Implementing responsible agriculture practices, including regenerative farming.
4. Implement measures to reduce embodied carbon of raw materials and finished goods.

Other examples of positive impact measures include implementing practices to reduce solid, industrial and chemical waste, reduce energy, material and water consumption, reduce the impact in packaging and in the transportation of finished goods and the treatment of wastewater, as well as exploring and setting up reuse and recycling policies and systems.

Suppliers are expected to operate in an environmental responsible manner and to align with the principles in Parloa's Commitment to environmental sustainability by participating in sustainability initiatives, including provision of data to help Parloa map our environmental footprint, co-creating solutions to reduce the carbon footprint, and other focuses on key environmental areas when invited.

#### **b. Treatment and discharge of industrial wastewater**

Wastewater from operating procedures, production processes and sanitation facilities is to be typed, monitored, tested and treated as needed before it is introduced or disposed of. Beyond this, measures should be introduced to reduce the generation of wastewater.

#### **c. Dealing with air emissions**

General emissions from operating procedures (air and noise emissions) and greenhouse gas emissions are, before they are released, to be typed, routinely monitored, and treated as needed. It is also the supplier's responsibility to monitor their emissions treatment systems and the supplier is obliged to find cost effective solutions for minimizing all emissions.

#### **d. Dealing with wastes and hazardous substances**

The supplier shall pursue a systematic approach in order to identify solid waste, manage it, reduce it, and responsibly dispose of or recycle it. Chemicals and other materials that pose a danger when they are released into the environment are to be identified and managed in such a way that safety is ensured when people interact with these materials, as well as when they are transported, stored, used, recycled or reused, and when they are disposed of.

#### **e. Reducing consumption of raw materials and natural resources**

The use and consumption of resources during the production process and the generation of waste of any sort, including water and energy, are to be reduced and avoided. This takes place either directly at the place where the waste is generated or through processes and measures – for example, through changing production or maintenance procedures or processes in the company, through the use of alternative materials, through economizing, through recycling or through the reuse of materials.

#### **f. Dealing with energy consumption and efficiency**

Energy consumption is to be monitored and documented. Cost-saving solutions are to be found to improve energy efficiency and minimize energy consumption.

### **4. Business ethics**

Suppliers must conduct their business with transparency, integrity and commitment to the highest standards and practices of ethical conduct. Suppliers must comply with all applicable local and international laws,

regulations and standards. The following requirements represent the minimum practices and standards which Parloa expects Suppliers to meet:

**a. Lawful competition**

Norms of fair business practices, fair advertising and fair competition are to be observed. Beyond this, the relevant antitrust laws, which particularly prohibit agreements and other activities to influence prices or conditions, are to be applied. These rules further prohibit agreements between customers and suppliers that are intended to limit customers' freedom to autonomously determine the prices and conditions for their resale of goods.

**b. Accounting Journals & Records**

Suppliers are expected to have procedures and internal controls in place to ensure that all assets, liabilities, transactions and other activities with actual or potential financial impact are recorded timely and in reasonable detail, as well as accurately and fairly reflected in their accounting journals, records and accounts. All accounting records must be kept in accordance with locally applicable statutory accounting standards.

**c. Privacy/data security**

The Supplier commits to fulfill the reasonable expectations of the client, subcontractors, customers, consumers and employees concerning the protection of private information. In the collection, storage, processing, transmission and transfer of personal information, the Supplier is to observe the laws on data protection and information security as well as the regulatory requirements.

**d. Intellectual property**

Intellectual property rights are to be respected; transfers of technology and expertise are to be carried out in such a way that intellectual property rights and customer information are protected.

**e. Integrity/corruption, personal gains**

The highest standards of integrity are to be applied to all business activities. The Supplier must pursue a zero-tolerance policy regarding the prohibition of bribery, corruption, extortion and embezzlement. Processes for monitoring and implementing norms are to be applied in order to ensure compliance with anti corruption laws.

**f. Compliance with Anti-Money Laundering Laws**

Suppliers will comply with all applicable local and international anti-money laundering laws, regulations and standards. As such, Suppliers are expected to have adequate procedures in place to mitigate the risk of money laundering activities, and to identify and deter any potentially related irregularities.

**g. Compliance with Economic or Trade Sanctions Laws**

Suppliers will strictly comply with all applicable trade and economic sanctions laws, including applicable import and export control laws, and laws that restrict dealings with entities and individuals located in countries subject to trade embargoes or economic sanctions. Suppliers will not source products or materials for Parloa from countries that are subject to comprehensive trade or economic sanctions.

**h. Land and Real Estate Rights**

Suppliers shall acquire land and real estate with the free, prior and informed consent of all communities, when applicable. Suppliers shall respect the rights of communities and indigenous people to maintain traditional access to land and resources.

#### **i. Gifts, Presents and Other Offers**

Gifts, presents and other offers between Parloa and Suppliers, such as any form of entertainment or hospitality, have to be kept reasonable, have a legitimate business purpose and comply with Parloa's company policies. Under no circumstances should such offers intend to or appear to influence any kind of decision-making. Suppliers will not give gifts, presents or make any other type of offers on behalf of Parloa, including to public officials, public entities or political parties. Any donations or sponsorships on Parloa's behalf, with the intention of obtaining improper advantages or benefits, are also forbidden.

### **5. Relationship with Parloa**

Parloa expects the Supplier to identify risks within supply chains and take appropriate measures. In the case of a suspected violation, as well as to safeguard supply chains with heightened risks, the Supplier will inform the company promptly and, if necessary, regularly about the identified violations and risks and about the measures taken.

#### **a. Quality, Compliance & Service**

Suppliers must ensure that adequate processes are in place to deliver products and services compliant with quality, safety and other standards required by national and international laws and regulations, as well as with specifications and other contractual obligations with Parloa. Suppliers must have adequate processes and procedures in place to ensure products and services are met to the mutually agreed lead times without compromising Worker health or safety.

#### **b. Conflicts of Interest**

Suppliers must report situations (known or reasonably expected to be known) including, but not limited to, the existence of any family relationship between Relevant Employees of Parloa and Supplier as defined below, any ownership or financial interest by one of its Relevant Employees in the Supplier and if the Supplier or a Relevant Employee of Supplier has any ownership in one of Parloa's entities and/or our competitors. Suppliers must immediately report any new conflict of interest arising during a commercial arrangement, as well as any improper advantage obtained directly or indirectly as a consequence of a conflicting relationship with Parloa. For this purpose, "Relevant Employee" includes any director, officer, employee, agent, or consultant, who has a role in making, or in contributing to the making of commercial or other agreements that may have an impact in the relationship between Supplier and Parloa.

#### **c. Subcontracting and Responsible Sourcing**

Parloa expects Suppliers to proceed with due diligence in selecting their own suppliers and subcontractors to ensure responsible sourcing standards are enforced throughout the supply chain. In particular, Suppliers shall not source raw materials or components from organizations or individuals linked with illegal activities, human rights abuses, environmental damage or terrorism. Suppliers will communicate the principles of this document to their suppliers and subcontractors. Suppliers will incorporate the principles of this Code within their own supplier arrangements and have procedures in place to ensure that the requirements of this Code, including the commitments related to employment practices, sustainability, ethics and integrity, quality and compliance apply to the whole supply chain under their responsibility, including sub-suppliers, sub-contractors and temporary labour agencies.

#### **d. Agency / Indirect Workers**

Suppliers should have the appropriate due diligence processes in place to safeguard agency and indirect Workers on site and in accordance with local law (including in relation to their working conditions, health and safety provision, pay and benefits, non-discrimination, accommodation and access to grievance mechanisms). Recruitment fees should not be borne by the Worker in order to secure a job.

#### **e. Preservation and Proper use of Parloa's Assets and Resources**

Suppliers will train and monitor their Workers in regard to the proper use of Parloa's assets and resources, whether material or intellectual. The use of any material with Parloa's logo will be restricted to the purpose defined in the agreement between Parloa and the Supplier. The same condition applies to Parloa's electronic systems and devices, which will not be used for games, the exchange of illegal content, or any other improper purpose.

#### **f. Parloa's Brand and Intellectual Property**

Suppliers will comply with all applicable local and international laws, regulations and standards related to intellectual propriety rights regarding Parloa's brands, trademarks, copyrights, patents and industrial designs, the use of confidential and privileged information. As such, Suppliers have to have adequate procedures in place to mitigate the risk and identify/deter potential violations related to these matters. To ensure the consistency of Parloa's brand and the confidentiality of strategic information, Suppliers will not publicly associate their business to Parloa's brand, applied or registered trademarks, domain names or any other distinctive signs of Parloa's ownership, whether through advertisements, marketing campaigns, interviews or through other forms of communication, without a prior written consent from Parloa.

#### **g. Stakeholder Engagement**

Stakeholder engagement is a vital part of how we do business, working in collaboration with partners. We will engage regularly with stakeholders to understand views on supply chain operations and potential impacts. Suppliers are also expected to continuously improve their sustainability and stakeholder engagement progress. Parloa encourages Suppliers to work closely with local communities to ensure that the rights of the community are respected regarding the environmental and social impacts of the business and implement projects and strategies that improve the community and those who live there.

#### **h. Monitoring and Reporting**

This responsibility will be assigned to a senior level representative of the Supplier who, upon Parloa's request, will be expected to conduct a self-evaluation to ensure compliance with this Code, disclose performance data on key indicators to Parloa, and ensure that such report is true and accurate. Suppliers will develop and implement appropriate internal business processes and policies to ensure compliance with applicable law and this Code and shall be able to demonstrate engagement with this Code upon Parloa's request. Suppliers are required to report any situation of non-compliance with this Code, when identified, to Parloa in a timely manner and assist Parloa in assessing each case. Suppliers will ensure that processes are in place that guarantee their Workers the possibility to raise their concerns in good faith and without fear of retaliation. Additionally, if a non-compliance situation with this Code is identified by an internal or external audit, assessment, inspection or investigation, Parloa may require the Supplier to implement a Corrective Plan or Remediation plan, which may be prepared in collaboration with Parloa and should include a reasonable implementation timeline. The Supplier, when part of a Corrective Plan, will carry out its own necessary

remediation efforts. If the Supplier fails to meet the terms defined in the Corrective Plan, Parloa may curtail or terminate the business relationship.

Parloa will have the right to conduct inspections (audits) in Suppliers' facilities and to request relevant records or any other information relevant for assessing compliance with this Code or with the terms defined in the Corrective Plan. Such inspections (a) will be done in a considerate manner; (b) subject to best efforts to avoid material disruption in Supplier's operations; (c) will be at Parloa's expense, unless there is a finding of breach, in which case Supplier will pay cost; (d) will not require the Supplier to hand over confidential information relating to competitors of Parloa, that is not relevant to the purpose of the inspection; and (e) be carried out by individuals, employees of Parloa, who do not have a conflict of interest with Supplier. Inspections will be either routine or non-routine. Routine inspections will be: (i) subject to 30 days' prior written notice; (ii) limited to once annually; (iii) be during business hours. Parloa may conduct unannounced non-routine inspections at any time (albeit subject to preceding point [a] to [e], but not subject to preceding points [i] to [iii]) if it has a reasonable serious concern, based on pertaining to suspected or reported violations of law or of this Code, where given the nature of such concern it would be inappropriate to forewarn the Supplier. This Code is an addition to any obligations set out in agreements, covenants, representations, warranties or guarantees between the Supplier and Parloa.

#### **i. Parloa's Information Security and Data Protection**

Suppliers acknowledge that Parloa considers privacy to be a fundamental human right, and shall have processes and practices in place to secure and protect personal data. Parloa is also ISO 27001:2022 certified and SOC II Type 1 attested and reserves the right to audit the Suppliers according to those requirements. Suppliers shall comply with all privacy, data protection, and cybersecurity laws that are applicable to Parloa and Supplier and shall not do or omit to do anything which would cause Parloa to be in breach of such relevant law. Supplier shall maintain privacy and security programs in accordance with the international information security and privacy standards, which are inclusive of technical and organizational measures to prevent misuse, compromise, loss, alteration or unauthorized disclosure, acquisition of, or access to data, including confidential proprietary or protected information. To the extent that the Supplier will be processing personal data on behalf of Parloa, it will do so only in accordance with the Data Processing Agreement which will be shared with Suppliers as appropriate. To the extent that the Supplier will be processing personal data in respect of which Parloa will be a controller or controller independent in common with the Supplier, the Supplier agrees to provide each individual to whom the personal data relates with a Processing Notice and collect data in a lawful manner. In the event of international data transfer to the third countries, Parloa and the Supplier shall execute standard contractual clauses and/or transfer impact assessment. Suppliers will not use information accessed or disclosed by Parloa for their own benefit or that of third parties without the prior authorization of Parloa. Additionally, Suppliers must adopt personal data protection measures to meet Parloa's Information Security Policy (Appendix 1).

#### **6. Violation of the rules**

If a violation of the rules of this Code is identified, Parloa shall notify the Supplier of this in writing within two weeks and will provide a suitable period of time within which the Supplier's conduct is to be brought into compliance with these rules. If the violation was caused culpably and this renders the continuation of the Contract until its due termination unacceptable for Parloa, Parloa can end the Contract upon the expiration of

the stated time period. The legal right to extraordinary cancellation without providing an additional time period shall remain unaffected, as shall the right to damages.

#### **7. Information and consent of the supplier**

By signing this document, the Supplier commits to act responsibly and adhere to the principles and requirements specified herein. The supplier commits to communicate the content of this Code in a comprehensible manner to employees, contractors and subcontractors and to make all necessary arrangements to meet the requirements.