

# Conga Corporation ("Conga") Supplier Code of Conduct

## Living the Conga Way

The Conga Way is a framework for what we stand for and everything we do as an organization — from hiring to decision making and product development.

The core tenets of the Conga Way reflect our commitment to fostering values that are operational and aspirational, helping to guide behavior to achieve more.

## Pillars of the Conga Way

- We follow the Platinum Rule, treat others as they would like to be treated.
- We prize teamwork and peer accountability.
- We are global and we celebrate diversity.
- We continuously improve by learning from colleagues, partners, governments, communities, and suppliers.
- We foster belonging and equality.
- We operate with a servant's heart.
- We are humble and collaborative.

Conga expects our Suppliers to embrace this commitment to integrity globally, by complying with and training their employees on the Conga Supplier Code of Conduct ("SCoC"). Through this SCoC, we intend to establish standards to ensure that working conditions are safe, workers are treated with respect and dignity, and business operations are environmentally responsible and conducted ethically.

# Compliance with Conga's Supplier Code of Conduct

"Supplier" here means any business, company, corporation, person, or other entity that provides, sells, or seeks to sell, any kind of goods or services to Conga, including the Supplier's employees, agents, and other representatives. Supplier shall abide by all applicable local, state, national and foreign laws, treaties, and regulations, including those related to data privacy, international communications, and the transmission of technical or personal data (e.g., GDPR, CCPA, Australian Privacy Act, etc.).

Supplier must promptly inform Conga when any situation develops that causes the Supplier to operate in violation of this SCoC. While Supplier is expected to self-monitor and demonstrate its compliance with the SCoC, Supplier shall cooperate with Conga's reasonable requests related to this SCoC.

## Labor and Human Rights

Conga expects Supplier to uphold the human rights of workers, and to treat themwith dignity and respect. This applies to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker. Supplier must follow the standards set forth in this SCoC:

## Freely Chosen Employment; Prohibition of Modern Slavery and Human Trafficking

Forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons is not permitted at our factories or any parts of our supply chain. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company provided facilities including, if applicable, workers' dormitories or living quarters. As part of the hiring process, all workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment. Foreign migrant workersmust receive the employment agreement prior to the worker departing fromhis or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable noticeis given as per the worker's contract. Supplier may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Supplier may only hold identity or immigration documentation if such holdings are required by law. In this case, at no time should workers be denied access to their documents.

### Young Workers

Child labor is not to be used under any circumstance. The term "child" refers to any person under the age of 18 or under the age required for completing compulsory education, or under the minimum age for employment in the country, whichever is highest. Supplier shall implement an appropriate mechanism to verify the age of workers. The use of legitimate workplace educational or training programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not be required to perform work that is likely to jeopardize the health or safety of young workers (including night shifts and overtime), and all use of workers under the age of 18 shall be consistent with all applicable laws. Supplier shall ensure proper management of student programs at Supplier facilities through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations; student workers shall be free to terminate their agreements and there shall be no penalty paid for early termination with reasonable notice. Supplier shall provide appropriate support and training to all students at Supplier facilities. Except as provided by applicable local law, the wage ratefor student workers, interns and apprentices shall be at least the same wagerate

as other entry-level workers performing equal or similar tasks. If child labor is identified, assistance or remediation is provided.

## Working Hours

Working hours should not be more than 60 hours per week (including overtime) and should not exceed the maximum set by local law except in emergency or unusual situations. Workers shall be allowed at least one day offevery seven days.

### Wages & Benefits

Supplier must structure the wage and benefits system in compliance with applicable laws and regulations and inform the employees. Supplier shall not deduct wages as a disciplinary measure.

- Humane Treatment/Non-Discrimination/Non-Harassment
  - Supplier agrees to fully comply with all applicable laws and policies regarding discrimination and harassment. The provisions of this SCoC shall be applied equally to all employees without discrimination or harassment as to age, marital status, disability, race, color, creed, sex, national origin, union membership, political affiliation, or membership in other protected groups. The provisions of this Section also apply to harassment in general. Harassment shall not be tolerated in the workplace. It is prohibited for any employee, or group of employees, to harass another employee(s). This includes harassing or hostile acts of one employee against another, harassingor hostile acts of more than one employee against another, harassing or hostile acts by a supervisor(s) against an employee(s), and coordination of harassing or hostile acts of one or more employees. The reasonable person test is the standard to be used in evaluating these acts to determine whethera reasonable person would perceive the conduct as offensive, inappropriate, or improper.
- Freedom of Association and the Right to Collective Bargaining Supplier shall follow International Labour Organization Conventions on freedom of association, collective bargaining, and workers' representatives by respecting employees' right to seek representation and to form and join a trade union of their choice and the right to collective bargaining.

# Health and Safety

Occupational Safety and Health

Supplier shall place the highest priority on health and safety and shall maintain a safe working environment during the performance of the work. Supplier shall comply, and shall secure compliance by, its employees and agents with all applicable environmental, health, safety and security laws andregulations, and performance conditions in this SCoC. Compliance with such requirements shall represent the minimum standard required of Supplier.

Supplier shall be responsible for examining all requirements and determining whether additional or more stringent environmental, health, safety and security provisions are required for the work. Supplier agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Supplier's health and safety plans and regulations, and to pay the

costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the work.

## Emergency Preparedness

Potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training, and drills. Emergency drills must be executed as required by local law, whichever is more stringent. Emergency plans should also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders, and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment, and property.

#### Sanitation, Food, and Housing

Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage and eating facilities. Worker dormitories provided by Supplier, or a labor agent are to be maintained to be clean and safe, and provided with appropriate emergency exits, hot water for bathing and showering, adequate lighting, heat and ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

#### Environmental

Conga expects our Supplier(s) (i) to be in compliance with all federal, state, local and foreign laws relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "Hazardous Materials")into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated, or approved thereunder ("Environmental Laws"); and (ii) have received all permits licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses.

# **Ethics and Compliance**

#### Business Integrity

Supplier will immediately disclose any known family or other close personal relationships with our employees who have an influence over their engagements with us. If Supplier extends any business courtesies to our employees, they will do so infrequently, and the courtesies must be of no more than moderate value. Supplier will also accurately reflect their business dealings in their books and records. Supplier will not offer or accept any form of bribery, corruption, extortion, or embezzlement. Supplier will not make

illegal payments directly or indirectly. Supplier will implement monitoring and enforcement procedures to ensure compliance with anti-corruption laws.

## Anti-Corruption

Supplier has not/will not receive or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Supplier learns of any violation of the above restriction, Supplier will use reasonable efforts to promptly notify Conga.

## • Intellectual Property

Supplier will respect intellectual property rights and will conduct technology and know-how transfers in a manner that protects intellectual property rights.

## Privacy and Information Security

Supplier is expected to protect the personal information of everyone they do business with, including suppliers, customers, consumers, and employees. Supplier will comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

#### Conflicts of Interest

A financial or other relationship between the Supplier and a Conga employee is prohibited if it could put Conga in an actual or potential conflict of interest. The Supplier is aware that a conflict of interest exists when a Conga employee's material personal interests clash with the duties associated with his or her position with the organization. All such disputes need to be revealed and resolved. Conflicts of interest must be reported and approved beforehand by Conga management because even the slightest appearance of a conflict might be detrimental to Conga and the Supplier.

# Protection of Company Assets

Conga's resources must be used wisely and primarily for the purpose of carrying out the business for which they have been properly authorized. These consist of both physical assets, including tools and machinery, facilities, materials, and resources, as well as intangible assets, like confidential information, intellectual property, and relationships with Conga's value-chain partners.

# Import and export

Supplier acknowledges and agrees to comply with all applicable import and export laws, regulations, and restrictions of the countries involved in the provision of goods or services to Conga. This includes, but is not limited to, laws and regulations related to customs, tariffs, embargoes, sanctions, and export controls. Supplier shall also promptly provide any necessary information, documentation, or support required by Conga to ensure compliance with such laws and regulations.

# **Quality Assurance**

Stringent quality standards and practices throughout the relationship with Conga are expected from Supplier, including ensuring all products and services provided by Supplier to Conga meet the highest level of quality and comply with all applicable laws, regulations, and industry standards. Supplier is expected to implement a comprehensive quality management system, conduct regular audits, and maintain records of quality performance. In the event of any quality issue or non-compliance, Supplier is expected to promptly investigate and take corrective actions as soon as possible with a notification to Conga regarding the instance. In the event of a failure in required quality standards, Conga may pursue reasonable remedies from Supplier. It is Supplier's duty to fulfill all quality standards as promised and agreed upon between the parties as per the contract.

# Confidentiality

Confidentiality means any non-public information, including but not limited to trade secrets, business plans, financial data, customer lists, technical specifications and any other information that is designated as confidential. Supplier acknowledges and agree that while performing its obligations under this SCoC it may have access to confidential and proprietary information of the company which will be kept strictly confidential and will take all reasonable measures to prevent unauthorized access, use or disclosure. Supplier shall not disclose, reproduce, or use confidential information for any purpose other than performance of its obligations under this supplier code of conduct, unless required by applicable law, regulation, or court order.

# Management System

Supplier is expected to adopt or establish a management system to carry out these responsibilities. This management system must include procedures and processes to address incident recordkeeping, investigation, correction action, and continual improvement.

#### **Updates and Revisions**

Conga reserves the right to improve, revise and amend this Supplier Code of Conduct at any time upon reasonable notice to Supplier. Supplier shall notify Congaimmediately if it cannot comply with any provision in this or any updated version of the SCoC by contacting <a href="mailto:purchasing@conga.com">purchasing@conga.com</a>. Any such disclosure would be treated as confidential.

# Continuous Improvement

Suppliers are encouraged to continuously improve their practices and performance in alignment with this SCoC.