

Sprinklr Supplier Code of Conduct

Last Updated: November 2024

We do the right thing, always, and take extreme pride in who we are, what we build, and what we do.

This Sprinklr Supplier Code of Conduct (the “**Supplier Code**”) applies to all vendors, suppliers, subcontractors, contractors, distributors, or agents and their subsidiaries, affiliates, and subcontractors (each, a “**Supplier**”) who provide goods or services to Sprinklr, Inc. and its affiliates or subsidiaries (“**Sprinklr**”). This Supplier Code sets out the legal and social responsibilities Sprinklr expects all its Suppliers to adhere to in addition to the commercial obligations included in the contract between Sprinklr and Supplier and complements [Sprinklr’s Code of Conduct and Ethics](#).

Sprinklr is an express signatory to the United Nations Global Compact whose principles are derived from the International Bill of Human Rights, the International Labor Organization’s Declaration on Fundamental Principles and Rights at Work, the Rio Declaration on Environment and Development, and the United Nations Convention against Corruption. Sprinklr is committed to these fundamental principles of social responsibility, meeting the highest standards of business ethics, and taking steps to reduce our environmental impact, and we expect Suppliers with which we do business to do the same through risk assessment and mitigation practices, implemented policies and processes, clearly communicated roles and responsibilities, relevant training, review and evaluation of measurable goals, and controls systems.

This Supplier Code is not intended to modify or conflict with any commercial terms between Supplier and Sprinklr. In the event of a conflict, the commercial terms between the parties shall supersede.

LEGAL

This Supplier Code includes the minimum standards that Suppliers are expected to meet when contracting with Sprinklr.

- Supplier is required to comply with all applicable international, regional, and national laws, regulations, conventions, and/or legislation (“Applicable Laws”). Where such Applicable Laws are

more restrictive than this Supplier Code, Supplier should follow the more restrictive Applicable Law.

- Supplier shall not engage in any fraud, deception, or misleading conduct or permit others to do so on their behalf. Where Supplier discovers that false or misleading statements or material omissions have been made, Supplier shall promptly take corrective actions.
- Supplier should have governance (policies, procedures, standards, and guidelines) and training in place to enable compliance with the principles included in this Supplier Code. Supplier is also strongly encouraged to flow down these principles to the entities that provide goods and services to Supplier.

a. CONFIDENTIALITY

If, in its provision of goods or services to Sprinklr, Supplier receives confidential information related to Sprinklr or Sprinklr's customers, Supplier may only use such information for the purpose for which it was received and the provision of its services. Supplier must take measures to adequately protect and safeguard confidential information and may only disclose that information on a "need to know" basis or as otherwise authorized by Sprinklr.

b. INFORMATION SECURITY

If Supplier has access to or processes data, including personal information, in its provision of services, Supplier must use industry standard technical, organizational, and administrative measures to safeguard the privacy and security of any data it processes in accordance with the Data Protection Agreement between the parties. Supplier must also take measures to protect such data from any unauthorized access or loss.

c. ETHICAL BUSINESS PRACTICES

Supplier must uphold the highest standard of ethics in its operations, which extends to compliance with all applicable laws, including those related to:

- **Anti-Corruption and Bribery:** Supplier must comply with applicable anti-corruption laws and shall not engage in, or cause Sprinklr to engage in, any form of corrupt practices. Supplier is prohibited from offering any benefit to Sprinklr or a Sprinklr employee that is intended to facilitate Sprinklr's business with Supplier. This includes, but is not limited to:
 - Any illegal contribution, directly or indirectly, to any third parties.

- The provision or offer, either directly or indirectly, of any undue advantage in exchange for personal gain of any kind.
- The offer or acceptance of anything of value to obtain unfair business advantages, including any gifts, entertainment, loans, prizes, meals, tickets, gift certificates, or charitable contributions.
- **Conflicts of Interest:** Supplier must not engage in any activities that would create an actual, potential, or apparent conflict of interest regarding their duties, interests, and obligations to Sprinklr. Supplier must promptly notify Sprinklr if any conflicts of interest arise during the term of the agreement by emailing legal@sprinklr.com.
- **Competition:** Supplier must compete fairly and comply with applicable anti-trust and competition laws and regulations. Supplier must not engage in activities which infringe upon competition laws such as price fixing, market sharing, or bid rigging.
- **Economic Crimes:** Supplier must not provide any service or enter into arrangement which could cause Sprinklr to become directly or indirectly involved in any economic crime. Supplier must not channel any money or support to illegal activities such as terrorism, tax evasion, or fraud.
- **Sanctions:** Supplier must have controls in place to ensure its personnel do not breach, and do not take action that could cause Sprinklr to breach, embargoes or economic sanctions imposed on a particular country, group, entity, or individual.
- **Government and Public Sector Entities:** If Supplier conducts business with a government entity or entities that are subject to the government procurement regulations, Supplier must comply with all applicable laws related to the acquisition of goods or services by government or public sector entities.

Supplier must establish processes that ensure ethical business dealings, and which prevent infringement of the laws included in this section. This includes the implementation of appropriate governance, operational processes designed to prevent and detect wrongdoing and providing relevant and mandatory training to Supplier personnel on a regular basis.

d. **PERSONNEL MANAGEMENT**

Supplier must implement training and communication programs designed to educate Supplier personnel on the requirements of this Supplier Code, as well as all relevant and applicable legal obligations. Such



training should be provided upon hire, and no less than once annually thereafter, to all active Supplier personnel.

In addition, Supplier must complete a background check on all personnel providing services to Sprinklr. Unless otherwise prohibited under applicable law, background checks should, at a minimum, assess:

- Criminal history
- Educational verification
- Prior employment verification
- Global sanctions and enforcement
- Physical address verification
- National Sex Offender Registry (US Only)
- Social Security Verification (US Only)

Where required, at the request of Sprinklr, Supplier shall expand the background check scope to also assess motor vehicle records, credit history, professional licenses, and healthcare sanctions.

SOCIAL RESPONSIBILITY, HUMAN RIGHTS, AND LABOR RIGHTS

Supplier must ensure that working conditions are safe, that all workers are treated fairly and with dignity and respect, and that Supplier operations are conducted in an ethical and compliant manner. Supplier must respect human rights and avoid causing, contributing to, or being linked to, other parties' involvement in abuse of, or adverse impact on, labor and universally recognized human rights.

a. SUPPLIER PERSONNEL SAFETY AND WELFARE

Supplier must ensure that its working environments comply with applicable health and safety laws and must take all practical steps to prevent incidents and injuries amongst Supplier personnel. Supplier must have an adequate, risk-based health and safety policy or program that, at a minimum:

- Identifies and assesses health and safety risks and implements controls to minimize their impact;
- Ensures Supplier personnel are protected from exposure to potential health and safety hazards;
- Ensures necessary functioning personal protective equipment is provided when needed;
- Implements procedures and systems to manage, track and report occupational injury and illness;

- Ensures personnel do not work under the influence of drugs and/or alcohol;
- Ensures work premises are clean, well lit, adequately ventilated; and
- Provides free access to clean drinking water, hygienic toilets, and clean areas to eat meals.

Supplier must comply with applicable laws regarding working hours, overtime hours, and break periods in any jurisdiction where Supplier and Sprinklr operate. Working hours must not exceed the maximum set by law.

Supplier must also comply, at a minimum, with applicable laws relating to wages, including minimum wages, overtime wages, and other elements of compensation, as well as the provision of legally mandated benefits. Supplier must pay wages regularly and directly to Supplier personnel, at the agreed time, and in full.

Supplier must inform all personnel of their employment conditions, including rights and obligations, through a written labor contract in a manner that is comprehensible to and understood by Supplier personnel.

b. CHILD LABOR

Supplier must not use child labor or support child exploitation. Sprinklr considers anyone under the age of 15 to be a child for purposes of this Supplier Code unless local law sets a higher threshold, in which case such higher threshold shall apply. Supplier shall establish a system to ensure that no children are employed, including systematically checking and maintaining copies of age verification documentation for all new Supplier personnel and complying with laws and regulations governing apprenticeship programs.

c. MODERN SLAVERY

Supplier must not engage in or support the use of any form of forced, compulsory, or illegal labor, including trafficking, prison labor, forced or compulsory labor, or bonded labor (collectively, “Modern Slavery”). Supplier must implement systems and controls to ensure Modern Slavery is not taking place within the Supplier organization or within Supplier’s supply chain. Supplier must not use any deposits, fees, fines, loans, or repayment agreements to prevent Supplier personnel from leaving their employment upon providing reasonable notice and must ensure that any repayment agreements shall be foreseeable, reasonable, and limited in time.

d. FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

Supplier must recognize and respect the right of Supplier personnel to freely associate, organize, and bargain collectively in accordance with the laws of the countries in which they are employed.

e. HARASSMENT & DISCRIMINATION

In its hiring and employment practices, Supplier must not discriminate based on age, ethnicity, national or social origin, religion, gender, sexual orientation, marital or parental status, pregnancy, disability, union membership, political affiliation, serious illness, or any other condition that could give rise to discrimination protected by any applicable law. This provision extends to Supplier conduct as it relates to promotions, benefits, access to training, layoffs, and contract terminations, whether active or by means of passive support

Supplier personnel shall be treated fairly and on an equal basis, and personnel with the same experience and qualifications shall receive equal pay for equal work and equal opportunities. Supplier's workplace must be free from mental, emotional, or physical harassment and abuse, whether verbal or non-verbal, including harsh or inhumane treatment, coercion, detention, or unwanted sexual advances, or threats of such treatment.

f. RIGHT TO REPORT CONCERNS

Supplier personnel shall have the right to report concerns regarding compliance with legal requirements or Supplier's policy or rules without fear of reprisal.

ENVIRONMENT

Supplier will take reasonable steps to eliminate adverse effects on the environment which may be caused by its operations and/or supply chain, and safeguard environmental health and safety. Supplier must follow applicable laws and regulations regarding environmental practices.

a. ENVIRONMENTAL MANAGEMENT SYSTEM

Supplier shall take reasonable measures, commensurate with its business operations and industry, to establish, implement, and maintain an environmental management system to assess its environmental risks, track performance, and implement improvement opportunities. Such management system must, to the extent applicable to Supplier's service type, include:

- **Permits:** Supplier will obtain and maintain any required environmental permits, registrations, approvals, or other requirements.
- **Chemicals and Hazardous Substances:** Supplier will identify and manage identified hazardous substances to ensure safe handling, storage, and disposal.
- **Water Management:** Supplier will utilize a water management system that seeks to conserve water and controls contamination channels.
- **Waste Management:** Supplier will reduce or eliminate waste of all types, including modifying or enhancing efficiency in its productions, facilities, processes, and material consumption. Supplier will also utilize a waste management system that responsibly disposes of, recycles, or re-uses waste.
- **Emissions and Energy Management:** Supplier measure its greenhouse gas emissions and energy consumption, as well as any other relevant factors contributing to Supplier's carbon footprint. Supplier shall seek to implement operational, technical, and administrative controls to minimize and reduce its carbon footprint, emissions, and energy consumption.
- **Biodiversity and Natural Resources:** Supplier will implement measures that protect the biodiversity of its areas of operation, including measures that optimize the use of scarce natural resources and raw materials.
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- **Pollution:** Supplier will track, monitoring, and reduce pollution in the form of noise, dust, emissions of particles, ground, or water.



Upon reasonable request, Supplier shall provide to Sprinklr information and documentation pertaining to its environmental management program.

b. CONFLICT MINERALS

To the extent Supplier requires the sourcing or use of conflict minerals (tin, tantalum, tungsten, or gold) in its provision of services to Sprinklr, Supplier shall not source such minerals from the Democratic Republic of Congo or adjoining countries in a manner that directly or indirectly finances or benefits armed groups in the region. Supplier shall ensure that any required minerals are sourced from conflict-free smelters, and exercise due diligence in its own supply chain regarding conflict minerals.

DOWNSTREAM SUPPLIERS

Sprinklr requires that Supplier extends the substantive obligations in this Supplier Code to its own supply chain. Supplier shall ensure that its sub-suppliers or any other third parties Supplier relies upon to provide Sprinklr with the agreed upon services comply with applicable law and substantially meet the obligations included in this Supplier Code.

REPORTING CONCERNS AND MISCONDUCT

Sprinklr may request documentation and information from Supplier to enable Sprinklr's assessment of Supplier's compliance with this Supplier Code. While Sprinklr may monitor Supplier compliance with this Supplier Code at its own discretion, Supplier is fully responsible for ensuring compliance with all aspects of this Supplier Code and any applicable laws or regulations.

If Supplier becomes aware of any non-compliance with this Supplier Code, Supplier will promptly report such non-compliance to legal@sprinklr.com. Supplier will also provide an anonymous complaint mechanism for its personnel to report possible violations of any aspects of this Supplier Code. Supplier must protect whistleblower confidentiality and prohibit retaliation. Violations of this Supplier Code or questions can also be raised through Sprinklr's Ethics Hotline by following the instructions listed [here](#). Sprinklr prohibits any form of retaliation, reprisal, or intimidation against those who have raised concerns in good faith.

Sprinklr reserves the right to pursue any corrective action or remedy for any violation by Supplier with this Supplier Code. Where required under Applicable Law, Supplier acknowledges that Sprinklr may be required to report any violations of this Supplier Code to appropriate authorities.

SUPPLIER ACKNOWLEDGEMENT

Supplier agrees to (a) substantially comply with this Supplier Code during its engagement with Sprinklr, (b) implement, maintain, and enforce internal policies, procedures, standard, or other governance with aligns with this Supplier Code in all material respects, and (c) at all times, comply with all Applicable Laws and regulations.