TLScontact

Supplier Code of Conduct

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About Us

TP (collectively with its direct and indirect subsidiaries, "Teleperformance" or the "Group") is committed to the highest standards in terms of social and environmental responsibility and ethical conduct. TP has a zero-tolerance policy when it comes to unethical business behavior, such as bribery and corruption and human rights and environmental violations. TP's five core values are Integrity, Respect, Professionalism, Innovation and Commitment, and the Group expects all of its suppliers to adhere to similar standards and to conduct their business ethically.

The Supplier Code of Conduct (this "***Code***") sets out the principles which we expect all of our suppliers, and their employees and other representatives, to adhere to whilst working with us. Representatives of our suppliers may include, among others, sales partners, consultants, agents, subcontractors, sales representatives, and freelance collaborators. The relationship between TP and its suppliers is a key component in achieving our objectives and upholding our commitment to be a responsible and ethical business.

TP supports suppliers through providing training and support, where needed, and in return expects that the supplier's own supply chain is also held to account and required to apply the same high standards of conduct, thereby building up a sustainable supply chain.

TP adheres to the U.N. Global Compact, a United Nations initiative created to encourage companies to adopt a socially responsible attitude by committing to promote principles relating to human rights, international labour standards and anti-corruption, and to integrate those principles into their practices.

We thank all suppliers who share our commitment to responsible and ethical conduct in business.

Jorge Amar

Jorge Amar

Chief Executive Officer

1.0 Integrity

TP honors its commitments, and expects the same from its suppliers:

A. Privacy & Data Protection

Suppliers shall collect, process and retain TP data strictly in line with legal and contractual requirements. Where there is use of a subcontractor, TP shall be notified in advance, and given the opportunity to approve/reject. In such cases, a subcontract shall be in place to drive accountability for compliance.

Suppliers shall support TP in its legal obligations, such as processing requirements related to Data Subject Access Requests.

Where a supplier data incident occurs that has the possibility of affecting TP and/or TP client data, the supplier shall notify TP's Global Privacy, Risk and Compliance Office at the earliest opportunity and, in any event, within 24 hours of occurrence via privacy@teleperformance.com.

B. Data Retention

Suppliers shall retain TP and/or TP client data strictly in line with legal and contractual requirements. At the end of the contract, all TP and/or TP client data shall be either returned or destroyed according to legal and contractual requirements.

C. Anti-Corruption

TP is committed to conducting an ethical business and has a zero-tolerance policy with respect to bribery and corruption of any kind that violates applicable anti-corruption laws and regulations.

TP suppliers and their employees and other representatives shall abide by all applicable anti-corruption laws and regulations, and not engage in bribery, corruption, extortion, or any other inappropriate behaviour designed to influence public officials or others to obtain a business advantage or preferential treatment.

D. Gifts & Hospitality

Suppliers shall avoid giving or offering gifts and/or hospitality to TP employees and other TP representatives, because even a well-intentioned gift might constitute a bribe under certain circumstances or create a conflict of interest. Suppliers shall not offer anything of value to obtain or retain a benefit or advantage for the giver and shall not offer anything that might appear to influence, compromise judgment, or obligate a TP employee or another TP representative. When offering a gift and/or hospitality to a TP employee or other TP representative, suppliers must use good judgment, discretion, and moderation. In particular, any gift from a supplier must be permissible under the TP Code of Conduct and Ethics.

Any gifts or hospitality offered or made by a supplier must comply with applicable laws, must not violate the giver's or recipient's policies on the matter, and must be consistent with local custom and practice. Members of TP's Procurement team and their representatives are not allowed to receive any gifts or hospitality from a supplier, other than an inexpensive corporate gift such as a pen, notebook, etc., as referenced in the section entitled "Gifts and Hospitality" in TP's Code of Conduct and Ethics.

E. Anti-Money Laundering & Terrorism Financing

Suppliers shall comply with applicable laws and regulations related to money laundering and terrorist financing wherever they conduct their business.

F. Conflict of Interest

Suppliers shall avoid the appearance of, or any actual, conflict of interest.

Suppliers shall avoid any situation in which a conflict could arise between the best interests of TP and the direct or indirect personal, professional or financial interest of a TP employee or other TP representative. As a consequence, suppliers shall not deal directly with any TP employee or other TP representative who has or whose spouse, domestic partner, or other family member or relative, close personal contact or business partner has a relationship with or interest in the supplier. Likewise, suppliers shall not deal directly with any TP employee or other TP representative who reports, directly or indirectly, to an individual who has a relationship with or interest in the supplier. Suppliers are expected to immediately disclose to TP any situation in which they perceive a potential conflict of interest so that appropriate measures can be taken to prevent any possible impact on the business relationship.

G. Information & Right to Audit

TP retains the right to collect information from its suppliers as needed to support its obligations related to its Third-Party Risk Management ('TPRM') program, maintaining, monitoring, and reporting on its supply chain. Suppliers shall maintain such documentation as may be reasonably necessary to demonstrate their compliance with this Code. Responses to TP requests for information are to be completed in a timely and transparent manner. TP also retains the right to conduct audits against the requirements of this Code in locations where services are being provided to TP, as applicable and permitted by law, or in line with contractual requirements. Unless otherwise agreed between the supplier and TP, such audits will be at the expense of TP. TP will provide the supplier with reasonable notice in advance of any scheduled audit, and will work with the supplier to ensure that minimum disruption is caused.

Where suppliers are providing services to TP that fall within the scope of our TPRM program and relevant ISO Standards — including, but not limited to, ISO 27001, ISO 27701, ISO 37001 and ISO 9001 — suppliers are expected to fully support TP by providing all necessary information regarding the processes performed and data processed on TP's behalf.

H. Insurance

Suppliers are required to retain appropriate levels of insurance based on the type of goods and services being provided to TP. This may include insurance such as general and professional liability insurance, cyber insurance, or any other type of insurance required by applicable laws or regulations. Insurance shall be valid for the period over which the goods and services are provided to TP. The supplier shall provide TP with relevant certificates of insurance and any other relevant documentation upon request.

I. Confidentiality & Acceptable Use

Suppliers shall respect the confidentiality of TP's intellectual property, both in physical and digital form, trade secrets, know-how and other confidential or sensitive information and may not, directly or indirectly, use, make available, sell, disclose or communicate to any other party any such information, except in strict accordance with their contract with TP or with prior written consent.

It is the task of the supplier to ensure that all necessary technical and organizational measures are taken to guarantee the security of TP's confidential or sensitive information and to protect it from internal and external misuse and threats. TP may provide necessary IT equipment and internet connections or access to TP systems for the supplier to use in its daily operations. The supplier shall use all such

equipment, access and systems only within the scope for which it was provided, in strict accordance with the parameters set forth in the underlying contract. The supplier shall also promptly return the information and equipment in accordance with applicable contractual requirements.

Every form of misconduct (e.g., fraud, embezzlement, theft, and misappropriation) is prohibited, regardless of whether TP assets or third-party assets are affected.

J. Insider trading

Suppliers shall comply with applicable insider trading laws and regulations.

Applicable law prohibits the use, as well as the sharing with third parties, of insider information in connection with the trading of securities or other financial instruments.

Insider information is specific information that is not publicly available and which, if made public, could significantly influence the price of securities or similar financial instruments. Examples of such information includes, among other things, profit increases or drops, the entry into major contracts, plans to merge with or acquire a company, the introduction of a significant new product (including the planned timing of such introduction), or personnel changes in a company's leadership.

As indicated above, if such information becomes known to our suppliers, they shall deal with it in accordance with applicable insider trading laws and regulations.

2.0 Respect

TP suppliers shall respect their workers and their workplace:

A. Labour and Human Rights

TP suppliers shall support the principles of the Universal Declaration of Human Rights, the UN Global Compact, the UN Guiding Principles on business and human rights and the core labor standards of the International Labour Organization (ILO).

Freely Chosen Employment

Suppliers shall ensure that all work is voluntary. Suppliers shall not traffic persons, engage in any form of slavery or forced labour, or use bonded, indentured or prison labour.

Child Labour

Suppliers must respect the rights of children as stated in the ILO Conventions 138 and 182 on the Rights of the Child and shall not engage in or allow child labour within their facilities or in those of their own suppliers.

Suppliers shall follow the ILO definition of the minimum employment age, as well as applicable national laws. Suppliers shall only employ workers who are at least 15 years old, the applicable minimum legal age for employment, or the applicable age for completion of compulsory education in the country in which the business partner is operating, whichever is the highest.

Employment & Labour Requirements

Suppliers shall comply with all applicable employment laws and regulations, in particular, those relating to working hours and overtime, and the minimum wage.

Suppliers shall comply with ILO International Labour Standards which limit working hours to 48 hours per week, excluding overtime, or 60 hours per week, including overtime, and with regard to working conditions and overtime, including required days of rest. All overtime must be voluntary.

B. Freedom of Association and Collective Bargaining

Suppliers shall recognize and respect workers' lawful rights to associate with others, form and join (or refrain from joining) organizations of their choice and bargain collectively in accordance with applicable legal requirements, without interference, discrimination, retaliation or harassment.

C. Anti-discrimination & Harassment

Suppliers shall commit to a workforce and workplace free from harassment, abuse and discrimination.

TP recognizes and respects cultural differences, and we require that suppliers not engage in discrimination in recruiting, hiring, compensation, access to training, promotion, termination and/or retirement based on age, disability, ethnicity, gender, gender identity or expression, marital or parental status, national origin, political affiliation, race, color, religion or belief, sexual orientation, pregnancy, union membership or veteran status, or any other status protected by applicable national or local laws or regulations. In addition, suppliers shall not tolerate physical, verbal, sexual or psychological harassment or abuse, or the threat thereof, in the workplace or the workforce.

D. Fair Pay & Benefits

Suppliers shall pay their employees at least the applicable minimum wage and provide any benefits required by applicable law and/or contract. Where the statutory minimum wage is non-existent or not sufficient to meet basic needs, suppliers shall strive to pay workers enough to ensure a decent standard of living, sufficient to satisfy the basic needs of the workers and their families.

Before entering into an employment relationship and, as necessary, throughout its duration, suppliers shall provide their workers with clear and understandable written information about their employment conditions in a language understood by the workers with respect to, in particular, their wages, benefits, location of work and, if applicable, any costs charged to workers. Suppliers shall not take deductions from wages as a disciplinary measure, nor shall they take any deductions from wages that are not provided for by applicable national or local law without the express, written consent of the worker.

3.0 Innovation

A. Artificial Intelligence and Other Technology

Suppliers are responsible for the governance, design, development, monitoring and performance of their AI systems, where applicable. When developing AI-based systems, suppliers shall implement human-centric approaches in their processes, ensuring human oversight is included at various stages

of AI-based system development and deployment. Suppliers must establish AI governance frameworks that uphold honesty and fairness, and minimize intentional or unintentional misuse, unethical or biased outcomes, inaccuracy, and information security breaches, ensuring that their AI-based systems are operated in a safe, legal, secure, auditable, transparent and explainable manner. Supplier AI-based systems and outcomes must comply at all times with applicable laws and regulations, contractual obligations and policies and guidelines, incorporating mechanisms that facilitate the demonstration of this compliance to external parties.

Suppliers are also responsible for all other technologies involved in the provision of their services to TP, and bear responsibility for safeguarding TP, other involved third parties and TP client data in the use of such technologies.

4.0 Professionalism

A. Contract Award

The supplier shall deliver a quality service in strict compliance with the terms and conditions contained in the underlying contract. The supplier shall not substitute requirements with different products or services, or use others to support the contract, unless prior written approval has been obtained from TP.

Subcontractors shall not be used unless prior written approval has been obtained from TP.

B. Reporting and Invoices

All suppliers shall provide accurate reporting in line with contractual requirements.

The supplier shall provide accurate invoices to TP and correct any errors promptly. It is expected that suppliers will maintain accurate books and records in line with applicable laws and regulations and provide additional documentation and support where necessary or requested.

C. Political and Religious Activities

TP maintains impartiality with respect to political and religious matters. TP does not restrict its suppliers', or their respective employees', rights to participate in political and religious activities, as long as it is clear that they do not represent TP, and that their activities are not being performed on behalf of TP.

D. Applicable Laws & Obligations

Suppliers shall, at all times, maintain compliance with applicable laws, regulations, and obligations related to their industry and the country or countries where they operate. In connection with their work for TP, suppliers are also expected to comply with broader national and international laws that may apply, including but not limited to:

- Trade Controls and Import/Export Laws and Regulations:
  National and international laws regulate the import, export and domestic trade of goods, technologies and services, the handling of specific products, and capital movements and payments. Adequate procedures must be implemented to ensure that transactions do not violate current economic embargoes or regulations of trade, import and export controls or regulations for the prevention of terrorism financing.

- Anti-Trust and Competition Laws:
  Suppliers shall commit to fair and unrestricted competition as a core element of a free economy. They shall refrain from entering into restrictive agreements with competitors, suppliers, distributors, retailers and customers, as well as from restrictive market practices. This includes, but is not limited to, agreements with competitors about prices, agreements with competitors about market allocation by customers or regions, boycotts, and the unlawful exchange of competitively sensitive information with competitors.
- Compliance with Tax Laws:
  TP is committed to meeting its global tax obligations and expects its suppliers to observe applicable national and local tax laws in all countries and regions where they operate.

5.0 Commitment

At TP, we are committed to maintaining a workplace that promotes respect for our workers' fundamental dignity and their human rights. TP expects the same commitment from its suppliers and requires them to meet the following minimum standards:

A. Social Commitments

Suppliers shall support TP, where applicable, in the achievement of its commitments to its clients and other stakeholders, such as the communities in which it operates, related to social value to be produced by TP and its partners.

B. Environment Commitments

Sustainable Commitments

As a leading global company, TP believes that it is not only our responsibility but a shared responsibility with all our stakeholders, including our suppliers, to use our resources wisely and reduce our impact on the environment and society.

Suppliers shall commit to protecting the environment and develop, implement, and maintain environmentally responsible business practices.

Suppliers shall obtain, keep current and comply with all required environmental permits, including applicable operational and reporting requirements. They shall comply with all applicable environmental laws and regulations regarding, in particular, waste, air emissions, and hazardous materials.

Sourcing of materials

Suppliers shall endeavor to reduce or eliminate waste of all types, including water, energy, and paper, by implementing appropriate conservation measures in their facilities, through their maintenance and production processes, and by recycling, re-using, or substituting materials.

Suppliers shall exercise due diligence on relevant materials in their supply chains. Suppliers shall develop due diligence policies and management systems in order to identify applicable risks and take appropriate steps to mitigate them. Due diligence shall be conducted on the material processing level in order to determine whether relevant materials originate from r egions with high risks, which include areas associated with conflict, the worst forms of child labor, forced labor and human trafficking, gross human rights violations, or other reasonably

objective high-risk activities, including severe health and safety risks and negative environmental impacts.

Suppliers shall comply with all applicable conflict minerals laws and regulations, including reporting requirements, and commit to identifying, reducing, and ultimately eliminating the use of conflict minerals in materials or products supplied to TP.

C. Health & Safety

TP is a "people company", committed to providing a safe and healthy workplace and preventing harm to its workforce members and visitors. TP expects its suppliers to meet that same standard and integrate sound health and safety management practices in all aspects of their business.

Suppliers are expected to meet the following minimum standards:

- Provide and maintain a safe and healthy work environment and fully comply with all applicable health and safety laws and regulations, as well as TP policies.
- Obtain, keep current, and comply with all required health and safety permits.
- Provide and maintain emergency plans and response procedures for health emergencies and accidents, designed to minimize harm to life, environment, and property.
- Provide workers with appropriate workplace health and safety information and training in a language understood by the workers, and clearly post adequate health and safety information in their facilities.
- Identify, evaluate, manage, and minimize occupational health and safety hazards and have a health and safety management system in place covering all aspects of their business.

6.0 Compliance

Suppliers hereby acknowledge and expressly agree to comply with the TP Supplier Code of Conduct in the performance of all their business activities on behalf of TP and contractual obligations. They shall implement and monitor programs designed to achieve ongoing compliance with this Code. Furthermore, the supplier accepts and undertakes to require its own suppliers, subcontractors, and business partners who are engaged in the supply chain that directly or indirectly provides goods or services to TP to comply with the TP Supplier Code of Conduct in all aspects relevant to their relationship with the supplier and with TP.

In the event of non-compliance or violations of this Code, TP will work together with the supplier to take corrective action within an appropriate timeframe. If a supplier is not able or fails to correct the non-compliance or violation, TP reserves the right to end the relationship.

While suppliers are expected to self-monitor and demonstrate their compliance with this Code, suppliers shall permit TP, or a third party designated by TP, to evaluate, audit and/or inspect their facilities and operations to confirm compliance in accordance with this Code.

A. Raising Concerns

To report questionable behavior or a possible violation of this Code, suppliers are encouraged to work with their primary TP contact in resolving their concern. Suppliers must promptly

inform their TP contact or a member of TP management, when any situation develops that causes the supplier to operate in violation of this Code.

The Global Ethics Hotline must also be used to report possible or suspected non-compliance with this Code. The Global Ethics Hotline Policy encourages all TP workforce members, as well as any supplier, supplier's workforce members, partners, and stakeholders, to report when they believe wrongful business conduct has occurred or is about to happen. This includes, but is not limited to, fraud or a serious violation of human rights, environmental or health and safety regulations or ethics obligations.

Reports will be investigated in accordance with the procedures set forth in the Global Ethics Hotline Policy. To the extent appropriate, actions will be taken to address, remediate and mitigate any potential impacts.

B. Modifications to the Code

TP may modify this Code unilaterally at any time without notice, however, the latest version will always be available on TP's website. Modifications may be necessary, among other reasons, to maintain compliance with applicable legal or regulatory requirements, TP policies, standards, or practices and/or to accommodate TP organizational changes. If an amendment to or waiver of this Code is made or granted, appropriate disclosure will be made as required.

7.0. TP's Underlying Policies and Statements

This Code should be read in conjunction with TP's underlying policies and statements found on TP's website:

- TP Code of Conduct and Ethics
- TP Environmental Policy
- TP Privacy Policy (BCR)
- TP Health Safety Policy
- TP Human Rights Policy
- TP Supplier Diversity Policy
- TP Global Inclusion and Belonging Policy
- TP Global Ethics Hotline Policy

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