



Plantronics, Inc. (including all of its subsidiaries and affiliates worldwide, collectively “Poly”) is committed to conducting its business with integrity and in an ethical, legal, and socially responsible manner. Poly’s standards of business conduct are embodied in [Poly’s Code of Conduct](#) which requires honesty, accountability, integrity, and fairness in all business dealings. Poly expects its Suppliers to share this commitment, to abide by all applicable laws and regulations and to comply with Poly’s policies, including the standards set in its [Code of Conduct](#). Poly has established this Supplier Code of Conduct (“SCOC”) to explain its further expectations of suppliers who do business with Poly.

This Policy applies globally to Poly’s Suppliers. In this context, “Supplier” means any person or entity that provides goods or services, directly or indirectly, to Poly, or for use in or with Poly’s products and services. “Supplier” also includes such person or entity’s affiliates, subsidiaries and subcontractors (including temporary labor agencies), and their officers, directors, employees, contract workers, temporary staff, agents and other representatives to the extent such person or entity is involved in work with or for Poly (collectively, “Subcontractors”). Suppliers should require their Subcontractors to follow this SCOC with respect to Poly business.

In addition to this SCOC, Suppliers must comply with the [Poly Code of Conduct](#), and all other published Poly policies and procedures. Poly may assess its Suppliers’ compliance with this SCOC, and with Poly’s other policies and procedures, and any violations may jeopardize the supplier’s business relationship with Poly, up to and including immediate termination of such business relationship.

1. FOLLOW THE LAW

Suppliers must comply with all applicable laws, codes, or regulations of the countries, states, and localities in which they operate, or which are applicable to them because of their business dealings with Poly. This includes laws and regulations relating to:

- Environmental
- Occupational health and safety
- Equal employment
- Anti-discrimination and harassment
- Labor practices
- Privacy
- Human rights
- Environment
- Corruption and Bribery
- Insider trading
- Export and import control

This also includes all applicable government contracting requirements.

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2. LABOR AND HUMAN RIGHTS

Suppliers are expected to uphold the human rights of workers, adopt sound labor practices, and treat their workers fairly. These labor standards include:

Freely Chosen Employment. Suppliers may not use any forced labor, whether in the form of human trafficking, slavery, involuntary or exploitative prison labor, indentured or bonded labor (including debt bondage), or otherwise. All work must be voluntary, and workers must be free to leave work or terminate their employment at any time. Suppliers and their agents may not hold or otherwise destroy, conceal, confiscate, or deny access to workers identity or immigration documents, such as government-issued identification, passports, or work permits, unless such holding is required by local law. Suppliers shall not incorporate into their products materials which were produced using forced labor. Furthermore, suppliers must ensure their supply chain does not utilize the labor of North Korean citizens or nationals in the manufacture of their raw materials or finished products.

No Child Labor. Suppliers must comply with local minimum working age laws and requirements and shall not employ child labor. The term “child” refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. However, legitimate workplace learning programs, which comply with all laws and regulations, is allowed. Workers under the age of 18 shall not perform work that is likely to jeopardize their health or safety.

Minimum Wages and Benefits. Suppliers must provide wages for regular and overtime work and benefits that meet or exceed all applicable legal requirements. In compliance with local laws, workers should be compensated for overtime at pay rates greater than regular hourly rates.

Working Hours. Working hours shall not exceed the maximum set by local laws. A work week of more than 60 hours per week, including overtime, should be the exception and not the norm.

Humane Treatment. Suppliers shall treat each employee with dignity and respect. In no event shall Supplier's workers be subject to threats of violence, sexual harassment, sexual abuse, physical punishment or coercion, mental abuse, confinement, or other form of physical, sexual, or psychological harassment or abuse. There shall be no unreasonable restrictions on workers' freedom of movement in any work facility or unreasonable restrictions on entering or exiting company-provided facilities.

Non-Discrimination. Poly is committed to a workforce free of harassment and unlawful discrimination. Suppliers shall not discriminate in the terms and conditions of employment, or in employment practices, including hiring, wages, promotion, evaluations, training, benefits, and job assignments, on the basis of race, color, sex, age, religion, national origin, physical or mental disability, ancestry, marital status, sexual

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orientation, gender identity or expression, military/or veteran status, status as a victim of domestic violence, sexual assault or stalking, medical condition, genetic information, or any other basis prohibited by law. Employment decisions and actions should be made based on merit, qualifications, and performance. Suppliers should provide reasonable accommodations for individuals with disabilities, and for religious practices.

Freedom of Association. Suppliers must recognize and respect the rights of its workers to organize in labor unions, to bargain collectively, and to engage in peaceful assembly (and to refrain from such activities) in accordance with local labor laws and established practices.

Freedom from Retaliation. Suppliers shall protect workers from retaliation, including harassment, intimidation, threats, coercion, and discrimination, for having opposed or reported, in good faith, unlawful or discriminatory practices, harassment, discrimination, health or safety concerns, or other illegal or unethical acts, or for having assisted, in good faith, another worker to do so, or for filing a complaint with a government agency or court in good faith.

3. ENVIRONMENTAL PRACTICES

Poly is committed to maintaining environmentally sound processes that meet or exceed all applicable legal requirements, as well as the mandates of voluntary programs to which Poly subscribes. Suppliers must comply with all environmental laws and regulations applicable to their operations or the products or services they provide to Poly. Such compliance shall include, among other things, the following items:

Environmental Laws, Permits, and Reporting. Suppliers must obtain and maintain all required environmental permits, approvals, and registrations, must satisfy their operational requirements, and must timely file all required reports. Suppliers shall comply with all applicable laws, regulations, and Poly requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal.

Pollution and Emissions. Suppliers shall take reasonable measures to identify, and to minimize, eliminate, or treat all air, water, and other emissions or discharges of contaminants and pollutants, including volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products, through such means as pollution control equipment (including air emission control systems and waste water treatment systems); modifying production or design, improved maintenance and facility processes; and other means. As appropriate, Supplier shall conduct periodic monitoring to test the performance of such measures, including any air or water emission control or treatment systems.

Reduction of Resource Use. Suppliers shall take reasonable measures to reduce their use of natural resources, including water, fossil fuels, minerals and virgin forest products, including by modifying production or design, maintenance and facility processes,

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materials substitution, re-use, conservation, recycling, or other means. Suppliers shall take reasonable measures to reduce their energy consumption and greenhouse gas emissions and to improve energy efficiency.

Waste Management. Suppliers shall implement a system to reduce and responsibly dispose of, recycle, or re-use solid (non-hazardous) waste and unused materials.

4. HEALTH AND SAFETY

Suppliers shall provide their employees with a safe and healthy working environment and shall put practices in place to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of the supplier. Suppliers shall, among other things, provide:

Preventative Health and Safety Measures. Suppliers shall take reasonable measures to identify and assess potential health or safety hazards such as chemicals, biological and physical agents, electrical and energy sources, as well as machinery, equipment, fire, vehicle, and fall hazards, and hazards related to physically demanding tasks, including manual material handling, heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks. Suppliers shall create practices and procedures to address and prevent worker exposure to such hazards through such things as proper design and engineering, administrative controls, preventative maintenance, safe work procedures (including lockout/tagout), physical barriers or guards, and ongoing safety training. Where exposure to hazards cannot be prevented, workers should be informed of the risks of such hazards, including through educational materials about such risks, and provided with appropriate, well-maintained, personal protective equipment.

Occupational Injury and Illness Systems. Suppliers shall establish procedures and systems to reduce, manage, track, and report occupational injury and illness and to provide necessary medical treatment and/or compensation to injured/ill workers arising as a result of working for Supplier. Suppliers shall investigate such reports and implement corrective actions when needed.

Emergency Preparedness. Suppliers shall take reasonable measures to identify potential emergency situations and events and to minimize their impact, including through emergency plans and response procedures, emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, clear and unobstructed egress adequate exit facilities, and recovery plans.

Clean and Safe Facilities. Suppliers shall provide workers with convenient access to clean toilet facilities, potable water, and sanitary food preparation, storage, and eating facilities. To the extent Suppliers provide dormitories to workers, such dormitories are to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate lighting heat and ventilation, individually

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secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

Health and Safety Communication. Suppliers shall provide workers with appropriate workplace health and safety information and appropriate, periodic training in the language of the worker or a language the worker can understand. Suppliers shall post health and safety related information in a clearly visible location accessible by workers.

5. ETHICAL BUSINESS PRACTICES

Suppliers are expected to conduct their businesses in accordance with the highest standards of ethical behavior and in accordance with applicable laws and regulations, including in the following respects.

No Improper Advantage. Poly is committed to observing the standards of conduct set forth in the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.K. Bribery Act. Whether or not itself subject to the U.S. Foreign Corrupt Practices Act (“FCPA”) or the U.K. Bribery Act, Suppliers must conduct themselves with honesty and fairness and comply with those laws when doing business with or on behalf of Poly. Suppliers must also comply with any applicable local laws or regulations related to anticorruption, antibribery, or anti-money laundering.

This means that Suppliers must not, directly or indirectly, offer or give anything of value (including travel, gifts, money or other business courtesies) to any government official, candidate for public office, political party or employee of a state-owned enterprise for the purpose of influencing their actions or any official decision making for or on behalf of Poly or its business. In addition, Suppliers must not, directly or indirectly, give or offer anything of value to anyone (including a government official, Poly Associate or an employee of another company with which Supplier does business) for the purpose of obtaining or retaining business, or influencing business decisions, related to Poly or its business or which is, or may be perceived to be, a bribe or kickback.

Similarly, Suppliers may not accept anything of value that is intended as, or may be perceived to be, a bribe or kickback or which could be construed as influencing the recipient to secure preferential treatment or other business advantage in connection with Poly or its business.

Suppliers may not use product or service discounts, equipment loans, marketing funds, or other business activities to disguise or facilitate an improper payment. Suppliers may not use other people or entities to make or offer, or receive, payments that they are not permitted to do themselves.

No Insider Trading. In the course of dealings with or for Poly, Suppliers may come into possession of material, nonpublic information about Poly or another company (including Poly’s other suppliers, distributors, customers or other business partners). Suppliers may not buy or sell Poly’s securities or the securities of such other company while in

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possession of such material, nonpublic information and may not engage in any other action to take improper advantage of such material nonpublic information.

Avoid Unfair Business Practices. Suppliers shall not engage in collusive bidding, bid rigging, price fixing, price discrimination, or other unfair trade practices. Similarly, Suppliers should not share pricing information, allocate markets or allocate customers, with Suppliers' competitors. Suppliers are expected to understand and comply with all applicable antitrust and fair competition laws, including those related to marketing and advertising.

Abide by Restrictions On Giving Gifts, Meals, Entertainment, or Travel to Poly Associates. Suppliers are expected to compete on the merits of their products and services. To that end, Poly has established detailed policies and procedures for its employees, officers, directors, temporary workers and other associates ("Poly Associates") related to the receipt of gifts, meals, entertainment and travel from Poly's business partners. These policies are intended to avoid even the appearance that a business courtesy has been accepted by a Poly Associate in exchange for an unfair business advantage. Poly expects its Suppliers to avoid giving business courtesies to Poly Associates that might violate these policies.

More specifically, Suppliers may not offer, provide or reimburse travel expenses of any kind for Poly Associates. Suppliers may not make any political or charitable contribution or donation on behalf of Poly or a Poly Associate. Suppliers may not offer, loan or provide cash or cash equivalents (such as gift cards) to Poly Associates. Suppliers may not offer, loan or provide gifts, meals, entertainment or anything else of value to a Poly Associate for the purpose of influencing or compromising their decision making, or the conduct of Poly's business.

All gifts, meals or entertainment provided to a Poly Associate should be reasonable in value, appropriate to the business relationship and given in an open and transparent manner. Suppliers should not offer or provide any gifts, meals or entertainment that would be embarrassing to the Poly Associate or Poly, or detrimental to Poly business or reputation, were it to be disclosed publicly.

Avoid Conflicts of Interest. Any financial or other relationship between a Supplier and a Poly Associate (or any family members or close friends of either) may potentially lead to a conflict of interest. Suppliers are expected to avoid all conflicts of interest or situations that give the appearance of a conflict of interest or potential conflict of interest. This means that all such relationships and any actual or potential conflicts of interest must be disclosed by the Supplier to Poly and must be approved by Poly or remediated by the Supplier. To disclose any conflict of interest, contact suppliercompliance@poly.com.

No Unauthorized Lobbying on Poly's Behalf. Unless specifically hired to engage in lobbying or similar representative efforts on Poly's behalf via a written agreement signed by an authorized Poly Associate, Suppliers may not engage in such endeavors for, or on

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behalf of, Poly before any kind of government entity, official or body without Poly express written consent.

6. **PRIVACY, INTELLECTUAL PROPERTY AND INFORMATION PROTECTION**

Privacy. Suppliers shall take appropriate measures to protect the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Suppliers shall comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, or shared.

Confidentiality and Information Security. Suppliers shall take appropriate steps to safeguard and maintain confidential and proprietary information, including of Poly, its affiliates, its customers, and its other business partners, and shall use such information only for the business purpose for which it was provided. Suppliers must establish appropriate physical and electronic security measures to protect such confidential and proprietary information, including from unauthorized access, destruction, use, modification and disclosure.

Intellectual Property Rights. Suppliers shall respect the intellectual property rights of others, including Poly, its affiliates, and its other business partners. Suppliers shall observe and respect all Poly patents, trademarks, copyrights, and trade secrets, and comply with all requirements as to their use as established by Poly. Suppliers shall manage technology and know-how in a manner that protects intellectual property.

7. **TRADE COMPLIANCE**

Export Control. Poly is subject to export control laws and regulations in the jurisdictions in which it conducts business. Suppliers are expected to comply with all applicable laws and regulations, including those that are applicable to Poly and its goods and services, and may not export, re-export, transfer or divert Poly products or software, directly or indirectly, in violation of any trade restriction.

Importation. Suppliers must comply with all applicable laws and regulations governing the importation of parts, products, and information.

Security. Suppliers must have effective security practices designed to optimize supply chain performance and mitigate the risk of loss, theft, and contraband smuggling that could potentially introduce terrorist and implements of terrorism into the global supply chain. Suppliers must be able to demonstrate that they meet minimum security requirements on selection of business partners, shipping and container loading, physical facility security, employee screening, documentation processing, technology security, and threat awareness training.

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Responsible Sourcing of Minerals. Supplier must comply with applicable laws and regulations regarding the provision of parts and products supplied to Poly containing conflict minerals, including tungsten, tantalum, tin and gold, such as the U.S. Conflict Minerals Provision, Dodd-Frank Act Section 1502. Suppliers should also establish procedures to assure that any conflict minerals that they use in any components or other products supplied to Poly do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses and should exercise due diligence on the sourcing and chain of custody of such minerals. Additionally, Suppliers shall cooperate with Poly to conduct due diligence and implement policies and procedures so that Poly may make accurate legally required disclosures and to enable Poly products to meet legal requirements regarding conflict minerals.

Anti-Terrorism. Suppliers should not directly or indirectly engage in or support any terrorist activity. Neither Suppliers nor their Subcontractors should be included on any lists of terrorists or terrorist organizations compiled by the United States government or any other national or international body, including but not limited to:

- The U.S. Treasury Department's Specially Designated Nationals List;
- The U.S. State Department's Terrorist Exclusion List;
- The United Nations List Pursuant to Security Council Resolution 1390 (2002) and Paragraphs 4(B) or Resolution 1267(1999) and 8(C) of Resolution 1333 (2000);
- The European Union List Implementing Article (2)(3) of Regulation (EC) No. 2580/2001 on Specific Restrictive Measures Directed Against Certain Persons and Entities with a View to Combating Terrorism.

Boycotts. Suppliers should not participate in boycotts that are forbidden by local or international law, or which are not sanctioned by the U.S. government.

Counterfeit Parts. Suppliers should develop and implement policies and procedures designed to minimize the risk of using counterfeit parts or materials in any components or other products supplied to Poly. Suppliers promptly shall notify Poly if it becomes aware of the use of any counterfeit parts or materials in any components or other products supplied to Poly.

8. ETHICS REPORTING, POLICIES AND PROTECTIONS

Requirement to Report Concerns. Suppliers shall promptly notify Poly regarding any known or suspected misconduct or violations related to Poly or its business. Suppliers can report such concerns via Poly's online reporting tool described below or to suppliercompliance@poly.com.

Ethics Reporting Mechanisms. Poly offers a free, online reporting website called [EthicsPoint](#). Reports may be made on the website via the website findable via the embedded link or by telephone (in the United States at 1-800-499-8621; local phone numbers for other countries are listed on the website). This service allows Supplier employees and other third parties to raise concerns or make reports of known or

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suspected violations or misconduct relating to Poly or its business. Suppliers are responsible for ensuring that their employees and other Subcontractors who perform services with, for, or on behalf of Poly, or in connection with Poly products and services are aware of and understand that they can make a report, including anonymously if desired, via Poly reporting website and that they are provided with a link to the site.

Suppliers also are expected to provide their employees and other Subcontractors with other avenues for raising legal or ethical issues or concerns without fear of retaliation.

Whistleblower Protections. Suppliers are expected to encourage employees and other Subcontractors to ask questions and report good faith concerns. Suppliers shall take action to prevent, detect and correct any retaliation, harassment or discrimination by its employees or other Subcontractors against anyone for making a report or complaint in good faith based on a reasonable belief that a violation or other misconduct has occurred.

9. MANAGEMENT SYSTEMS

Systems. Suppliers shall implement and maintain management systems that facilitate compliance with this SCOC and with applicable legal and regulatory requirements.

Business Records. Suppliers are expected timely and accurately to record and report all business transactions and information. Suppliers may not alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received in connection with Poly business must fully and accurately represent the transaction or event being documented. Records must be created, retained, reported, and disposed of in compliance with all applicable legal and regulatory requirements, and any additional requirements imposed by Poly.

Audits and Inspections. Suppliers shall conduct audits and inspections to ensure their compliance with this Supplier Code of Conduct and applicable legal requirements. If a supplier identifies areas of non-compliance, the supplier agrees to notify the Poly Supply Chain Management Group at suppliercompliance@poly.com as to the noncompliance and its plans to remedy any such non-compliance.

Monitoring by Poly. Poly or its representatives may engage in monitoring or auditing activities to confirm Supplier's compliance with this Supplier Code of Conduct, other applicable Poly's policies and procedures and legal and regulatory requirements. This may include on-site inspections of facilities, use of questionnaires or report cards, review of publicly available information, or other measures necessary to assess supplier's performance. Supplier agrees to cooperate with all reasonable requests related to such monitoring or auditing, and to respond to any such request truthfully and with sufficient detail.

Training. Suppliers shall provide reasonable training related to this SCOC, and other applicable Poly policies and legal and regulatory requirements, to their employees and other Subcontractors performing services with, for, or on behalf of Poly, or in connection

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with Poly products and services. Suppliers shall, at Poly request, require their employees and other Subcontractors performing services with, for, or on behalf of, Poly or in connection with Poly products and services, to take training provided by Poly. Suppliers shall prevent any employee or other Subcontractor who refuses or fails to take such trainings in a timely manner from performing services with, for, or on behalf of, Poly or in connection with Poly products and services.

Consequences of Violation. Based on the assessment of information made available to Poly, Poly reserves the right (in addition to all other legal and contractual rights) to disqualify any potential Supplier or terminate any business relationship with any Supplier found to be in violation of this SCOC, any applicable law or regulation, or any other applicable Poly policies, without liability to Poly. Failure to comply with the policies, procedures or other requirements of the Supplier Code of Conduct, any applicable law or regulation, or any other applicable Poly policies, may, in Poly's sole discretion, constitute cause for termination of any agreement by and between Poly and the Supplier on terms to be determined by Poly.

10. APPLICATION/EXCLUSIONS

This Supplier Code of Conduct is a general statement of Poly's expectations with respect to Suppliers. This Policy is not in lieu of, but in addition to, any Supplier obligations as set forth in any:

- Request for proposal or other solicitation; and
- Agreements by and between Poly and the Supplier. In the event that there are conflicting requirements between this Policy and the applicable contract between Poly and the Supplier, the contract governs.

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SUPPLIER ACKNOWLEDGEMENT

By signing the Supplier acknowledgement, Suppliers are certifying that they have received the SCOC and agree to apply it in all dealings with, for, or on behalf of, Poly or in connection with Poly's goods and services:

The undersigned Supplier hereby acknowledges that it has received and read the Poly Supplier Code of Conduct ("SCOC").

Supplier acknowledges the importance of the SCOC to the proper conduct of business for and with Poly.

Supplier understands the Supplier's obligations as set forth in the SCOC and commits to conduct business in accordance with the SCOC and to report all matters as they arise to the attention of Poly.

Supplier acknowledges that Poly may, in its sole discretion, revise the SCOC from time to time. Supplier understands its responsibility to comply with the then current SCOC posted on Poly website.

Supplier acknowledges that failure to comply with the policies, procedures or other requirements of the SCOC may, in Poly's sole discretion, constitute cause for termination of any agreement by and between Poly and the Supplier on terms to be determined by Poly.

Supplier understands that its agreement to comply with the SCOC for Suppliers does not obligate Poly to conduct business or place any orders with Supplier.

Officer Printed Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____