



Plantronics, Inc., including its Clarity Division, and all of its affiliates ("Plantronics") is committed to conducting business in an ethical, legal, and socially responsible manner. Plantronics expects its suppliers to share this commitment and, therefore, has established this Supplier Code of Conduct. Although there may be different legal and cultural environments applicable to its suppliers, Plantronics' suppliers must meet the following minimum requirements to do business with Plantronics:

1. Compliance with Laws, Regulations, and Published Standards

Suppliers must comply with all applicable laws, codes, or regulations of the countries, states, and localities in which they operate. This includes laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Suppliers must require their suppliers (including temporary labor agencies) to do the same.

2. Environmental Practices

Suppliers shall comply with environmental laws and regulations applicable to their operations worldwide. Such compliance shall include, among other things, the following items:

- Obtaining and maintaining environmental permits and timely filing of required reports;
- Proper handling and disposition of hazardous materials;
- Monitoring, controlling, and treating discharges generated from operations.

3. Occupational Health and Safety Practices

Suppliers shall provide their employees with a safe and healthy working environment 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:

- Occupational health and safety training;
- A system for injury and illness reporting for injury prevention;
- Medical treatment and/or compensation to injured/ill workers arising as a result of working for supplier;
- Machine safeguarding and other protective measures to prevent injuries/illnesses to workers;
- Clean and safe facilities.

4. Labor Practices

Suppliers are expected to adopt sound labor practices and treat their workers fairly in accordance with local laws and regulations. In addition, suppliers must comply with the following standards:

- **Freely Chosen Employment.** Suppliers shall not use any forced labor, whether in the form of human trafficking, slavery, prison labor, indentured labor, bonded labor, or otherwise. Suppliers shall not incorporate into their products materials which were produced using forced labor. No Child Labor. Suppliers shall comply with local minimum working age laws and requirements and not employ child labor.
- **Minimum Wages.** Suppliers shall provide wages for regular and overtime work and benefits that meet or exceed legal requirements.

- Working Hours. Suppliers shall not require workers to work more than the maximum hours of daily labor set by local laws.
- No Harsh, Inhumane Treatment or Abuse. Suppliers shall treat each employee with dignity and respect. In no event shall Supplier's workers be subject to threats of violence, physical punishment, confinement, or other form of physical, sexual, psychological harassment or abuse.
- No Discrimination. Suppliers shall not discriminate in its employment practices on the basis of race, color, religion, sex, age, physical disability, national origin, creed, or any other basis prohibited by law.
- Freedom of Association. Suppliers shall recognize and respect the rights of its workers to organize in labor unions in accordance with local labor laws and established practices.

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. Suppliers are expected to conform to these requirements in each of the following areas:

- Fair Trade Practices. Suppliers shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of antitrust laws.
- Bribery, Kickbacks, and Fraud. No funds or assets of the supplier shall be paid, loaned, or otherwise disbursed as bribes, kickbacks, or other payments designed to influence or compromise the conduct of Plantronics.
- Foreign Corrupt Practices Act and UK Bribery Act 2010. While laws and customs vary throughout the world, all suppliers must comply with foreign legal requirements, United States law, United Kingdom law, and local laws that apply to foreign operations, including the Foreign Corrupt Practices Act and the UK Bribery Act 2010. The Foreign Corrupt Practices Act generally makes it unlawful to give anything of value to foreign government officials, foreign political parties, party officials, or candidates for public office for the purposes of obtaining or retaining business. The UK Bribery Act 2010 generally makes it unlawful to give or receive a financial advantage in exchange for improperly performing a relevant function or activity. The UK Bribery Act 2010 also makes it unlawful to promise, offer or give a financial advantage to a foreign public official, either directly or through a third party, where such advantage is not legitimately due.
- Conflict Minerals (Dodd-Frank Section 1502). Supplier shall ensure that parts and products supplied to Plantronics containing tungsten, tantalum, tin and gold, be DRC Conflict-free. DRC Conflict-free parts and products contain no metals derived from "Conflict Minerals" such that they directly or indirectly finance or benefit armed groups through mining or mineral trading in the Democratic Republic of Congo, or adjoining countries where human rights violations are alleged. Additionally, Suppliers shall cooperate with Plantronics to conduct due diligence and implement policies and procedures so that Plantronics may make accurate legally required disclosures and to enable Plantronics products to be DRC Conflict-free.
- Policies and Procedures. Suppliers must comply with Plantronics' published policies and procedures, including the Plantronics' Code of Conduct.
- Intellectual Property Rights. Suppliers shall respect the intellectual property rights of others, especially Plantronics, its affiliates, and business partners. Suppliers shall take appropriate

steps to safeguard and maintain confidential and proprietary information of Plantronics and shall use such information only for the purposes specified for use by Plantronics. Suppliers shall observe and respect all Plantronics patents, trademarks, and copyrights, and comply with all requirements as to their use as established by Plantronics.

6. Terrorism Activities

Suppliers should not directly or indirectly engage in or support any terrorist activity. Neither suppliers nor any of their affiliates, nor any officer or director of the supplier or any of its affiliates, 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.

7. Monitoring and Compliance

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 Plantronics Supply Chain Management Group as to its plans to remedy any such non-compliance.

Plantronics or its representatives may engage in monitoring activities to confirm Supplier's compliance with this Supplier Code of Conduct, including 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.

Any Supplier or Plantronics employee that becomes aware of violations of this policy is obligated to notify the Plantronics Supply Chain Management Group. Based on the assessment of information made available to Plantronics, Plantronics reserves the right (in addition to all other legal and contractual rights) to disqualify any potential supplier or terminate any relationship with any current supplier found to be in violation of this Supplier Code of Conduct without liability to Plantronics.

8. Application/Exclusions

This Supplier Code of Conduct is a general statement of Plantronics' 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;
- Agreements by and between Plantronics and the Supplier. In the event of a conflict between this Policy and any Plantronics solicitation document or applicable agreement, the terms of the Plantronics solicitation or agreement shall control.

9. Failure To Comply

Failure to comply with the policies, procedures or other requirements of the Supplier Code of Conduct may, in Plantronics' sole discretion, constitute cause for termination of any agreement by and between Plantronics and the Supplier on terms to be determined by Plantronics.

SUPPLIER ACKNOWLEDGEMENT

The undersigned Supplier hereby acknowledges that it has received and read the Plantronics Supplier Code of Conduct for Suppliers (the "Code").

Supplier acknowledges the importance of the Code to the proper conduct of business for and with Plantronics.

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

Supplier acknowledges that Plantronics may, in its sole discretion, revise the Code from time to time. Supplier understands its responsibility to comply with the then current [Code](#) posted on the Plantronics website.

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

Supplier understands that its agreement to comply with the Plantronics Code of Conduct for Suppliers does not obligate Plantronics to conduct business or place any orders with Supplier.

Officer Printed Name

Title

Company

Signature

Date