



Coupa Software Incorporated Supplier Code of Conduct

Overview

Coupa Software Incorporated and its subsidiaries¹ (collectively, “**Coupa**” or “**we**”) are committed to our core values of (i) Drive Success for #AllOfUs, (ii) *Build Tomorrow Together*, (iii) Cultivate Belonging, and (iv) *Own our Results*. We pursue these core values and conduct our business with integrity, ethics, and in a legal and socially responsible manner. We expect the same from everyone – be it an individual, a company or their employees – who’s working on behalf of Coupa, or who’s providing goods or services to Coupa (collectively, “**Supplier**”). This Coupa Supplier Code of Conduct (the “**Code**”) sets out Coupa’s expectations of its Suppliers when doing business together.

Reporting Concerns

Supplier will promptly inform Coupa if it violates this Code or believes others, including Coupa employees, have violated this Code. A Supplier who reports its own violations of this Code is expected to adopt an action plan for correcting such violations, along with an estimated date for complete remediation. Coupa reserves the right to terminate its business relationship with Supplier and its subcontractors, agents, or suppliers if they fail to remedy violations or otherwise meet the standards in this Code within a reasonable timeframe.

Coupa has established a compliance hotline that may be used to make a report, including anonymously if so desired. To make a report, please:

- Send an email or letter to our Chief Legal Officer at legalnotices@coupa.com or 950 Tower Lane, Floor 20., Foster City, CA 94404; or
- Report on our ethics hotline (anonymously or not), available at www.coupasoftware.ethicspoint.com (or by phone using the numbers listed on such website).

Compliance with Laws

Supplier will operate in compliance with applicable laws, rules and regulations of the countries in which they operate while conducting business with Coupa. Supplier will comply with import/export control and trade laws, including those restricting dealings with governments of and entities and individuals located in countries subject to trade embargoes or economic sanctions. Supplier will also comply with

¹ A “subsidiary” refers to any entity in which Coupa Software Incorporated controls, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members of the board of directors or similar governing body.





any applicable laws and regulations that control the transfer, access, export, re-export, and import of products, services, software, personal data or personally identifiable information, technology, or other restricted items. Supplier must comply with this Code when its requirements are more stringent than local laws or regulations. Supplier will ensure that its subcontractors, agents, and any third parties performing work related to Coupa are bound by obligations at least as protective as those set forth in this Code. Supplier remains fully responsible for the acts and omissions of its subcontractors, agents, and third parties as if such acts or omissions were Supplier's own.

Ethics, Anti-Corruption and Bribery

Supplier will conduct business with high ethical standards and integrity. Supplier will avoid all forms of fraud, abuse of power, theft, and suppression. Supplier will comply with all applicable anti-bribery and anti-money laundering laws. All forms of bribery, kickbacks, gratuities, and other forms of corruption are prohibited. Supplier will comply with [Coupa's Global Anti-Corruption and Bribery Policy](#), as updated from time to time.

Conflicts of Interest

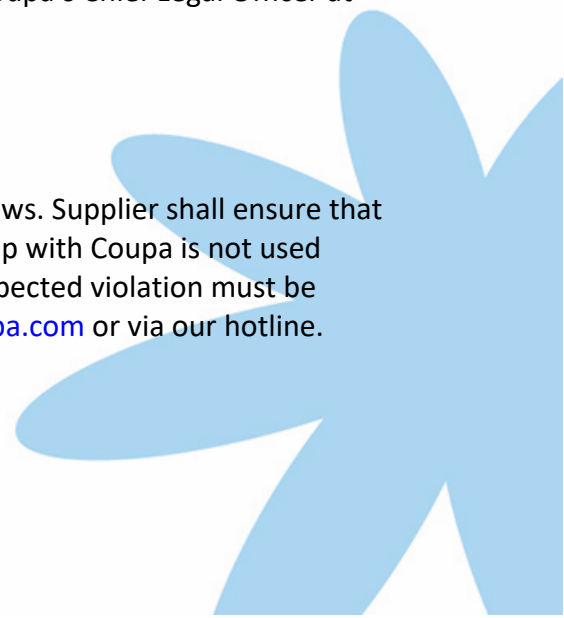
Supplier will avoid all conflicts of interest, or even the appearance of a conflict of interest. Supplier must disclose any relationships, associations, or activities that may create actual, potential, or perceived conflicts of interest to Coupa's Chief Legal Officer at legalnotices@coupa.com or via our hotline as soon as Supplier becomes aware of any potential for such conflict.

Gifts, Entertainment, and Hospitality

Supplier will exercise reasonable judgment, discretion and moderation when giving or accepting any gifts, meals, entertainment, or hospitality to or from any Coupa employee or Coupa customer (including government customers). Suppliers recognize that by giving or accepting gifts, meals, entertainment, or hospitality, there is always the potential for the appearance of giving a bribe or creating a conflict of interest, which is strictly prohibited. As stated above, any actions, actual or perceived, that amount to a conflict of interest must be reported to Coupa's Chief Legal Officer at legalnotices@coupa.com or via our hotline.

Insider Trading

Supplier will comply with all applicable insider trading and securities laws. Supplier shall ensure that any material, non-public information obtained as part of its relationship with Coupa is not used improperly by Supplier or another party for its benefit. Any real or suspected violation must be promptly reported to Coupa's Chief Legal Officer at legalnotices@coupa.com or via our hotline.





Business Records

Supplier will maintain accurate and complete books and records on all matters related to Supplier's business with Coupa. Supplier will timely provide all relevant information to Coupa upon request. Supplier is prohibited from engaging in false or misleading accounting practices.

Fair Business, Advertising and Antitrust

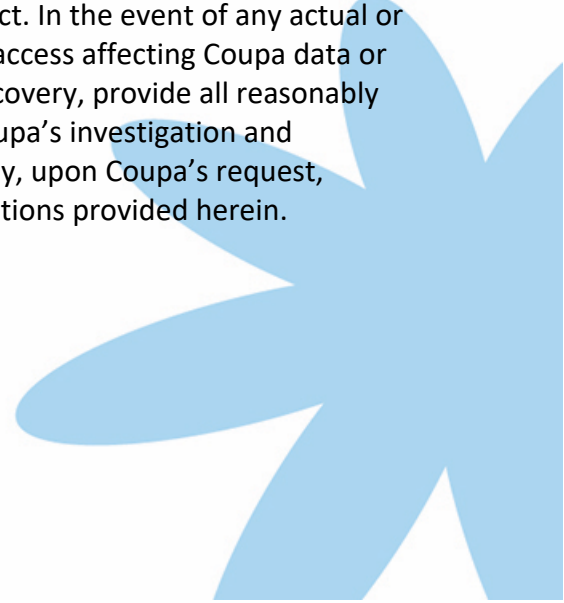
Supplier will comply with all applicable laws and regulations regarding competition, advertising and antitrust. Supplier will not enter into agreements or take other actions aimed at eliminating or reducing competition, or that unreasonably restrict trade.

Intellectual Property

Supplier will respect intellectual property rights, protect confidential information, and comply with applicable privacy laws. Supplier will protect Coupa's intellectual property, including against theft, misuse, fraud, or improper disclosure. Supplier will take all due care in handling, discussing, or transmitting confidential or proprietary information that could affect Coupa, its employees, its customers, the business community, or the general public. Supplier will only use Coupa's intellectual property for the purpose(s) authorized in a contractual agreement. Supplier's use of artificial intelligence will comply with applicable laws and regulations. Supplier will implement best practices in the protection and security of data it receives or has access to from Coupa.

AI Obligations

Supplier shall not use any Coupa data, including customer data, usage data, or any other information obtained through its relationship with Coupa, to train, develop, or improve any artificial intelligence or machine learning models (collectively, "AI") without Coupa's prior written consent. Supplier will disclose to Coupa, upon request, any use of AI in the creation or delivery of goods or services provided to Coupa, including the nature and extent of such use. Supplier remains fully responsible for the accuracy, quality, and compliance of any AI-generated work product. In the event of any actual or reasonably suspected security incident, data breach, or unauthorized access affecting Coupa data or systems, Supplier will notify Coupa within forty-eight (48) hours of discovery, provide all reasonably requested information regarding the incident, cooperate fully with Coupa's investigation and remediation efforts, and take immediate steps to mitigate harm. Finally, upon Coupa's request, Supplier shall execute Coupa's AI Attestation to adhere to these obligations provided herein.





Human Rights, Labor Standards, Diversity & Inclusion

Coupa is committed to maintaining environments that value diversity, inclusion, respect, and integrity. Coupa expects its supplier to share its commitment to human rights, equal opportunity in the workplace and fair treatment.

Supplier will follow applicable laws and regulations on lawful employment, discrimination, and safe working conditions, including the UK Modern Slavery Act 2015 and Modern Slavery Act 2018, if applicable. Supplier will commit to creating a work environment that is free of harassment, abuse, inhumane treatment, or discrimination, including based on race, color, sex, gender identity or expression, pregnancy, marital status, physical or mental disability, military status, sexual orientation, or any other status protected by law. Any violations of applicable law regarding modern slavery or human trafficking identified by Supplier will be reported to Coupa promptly.

Supplier will comply with all applicable working hours and compensation laws, including those related to overtime pay. Supplier will comply with all applicable laws regarding child labor. In the absence of such laws, the minimum age for employment will be 15 years of age or the age for completing required education in that country, whichever is higher.

Supplier is expected to permit their workers to associate freely, bargain collectively, and seek representation in accordance with local laws. Supplier will not harass or retaliate against workers who openly communicate and share grievances.

Health, Safety and Environment

Supplier will provide their workers with a healthy and safe working environment. Supplier will take proactive steps to minimize health risk exposure and reduce accidents in the workplace.

Supplier will obtain and maintain required environmental permits, approvals, and registrations. Supplier will use reasonable efforts to protect the environment, including conducting its operations with a goal towards minimizing negative environmental impacts, reducing greenhouse gas emissions from your operations and your value chain, and increasing the use of renewable energy. Supplier will comply with all applicable laws and regulations applicable to environmental matters, including air emissions, water discharges, toxic substances, and hazardous waste disposal. Upon Coupa's request, Supplier will work to provide information to Coupa regarding its environmental impact, including greenhouse gas emissions, carbon footprint data, energy consumption, water usage, and waste management practices. Supplier will reasonably cooperate with Coupa's sustainability reporting initiatives and provide such data in a format and timeframe reasonably specified by Coupa. We encourage you to adopt best practices for environmental sustainability.





United Nations Global Compact

Coupa is a subscriber to the Ten Principles of the United Nations Global Compact and we encourage Supplier to join and adapt these principles and the program on their own.

Evidence of Compliance

If requested, Supplier will provide Coupa with any and all information deemed relevant by Coupa related to Supplier's compliance with this Code, including without limitation their policies on any and all matters covered by this Code, such as policies on anti-corruption, conflicts of interests, gifts and business expenses, intellectual property, human rights, labor standards, workplace safety and other matters.

