



# Global Anti-Corruption Policy

## 1. Overview

This purpose of this policy is to prevent corrupt conduct by Adobe personnel and third parties who act on behalf of Adobe. Corrupt conduct includes paying or accepting bribes, kickbacks, lavish gifts or hospitality, and any other improper behavior that provokes or conceals the illegitimate use of power or position.

This policy establishes Adobe's global anti-corruption policy and applies worldwide in all places where Adobe conducts business. In addition to this policy, the following compliance standards also apply in the respective locations:

*Anti-Corruption Compliance Standards for Korea*

## 2. Policy

### 2.1. Scope

- (A) **Adobe personnel.** This policy applies to all Adobe personnel, including any regular employee, director, Adobe-paid temporary employee, contingent worker (including agency temporary employees, independent contractors, and vendor employees) and intern of an Adobe group company.
- (B) **Third Parties.** This policy also applies to all third parties who act on behalf of Adobe, including any distributor, reseller, intermediary, consultant, representative, contractor or subcontractor, or any other agent who may act on behalf of Adobe.

### 2.2. Compliance with the Law

Adobe is committed to complying with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and any local anti-corruption laws. If applicable laws are stricter than this policy, Adobe will comply with those laws.

### 2.3. Bribery is Prohibited

- (A) **Adobe prohibits the payment of bribes to anyone for any reason.** This means that you must not provide *anything of value* for the purpose of inducing the recipient to misuse their power or position in a way that gives Adobe an unfair advantage. You are also prohibited from offering or promising to pay a bribe (even if the bribe is never actually paid), soliciting or accepting a bribe, or authorizing or coordinating the exchange of a bribe through a third party.

1. *Anything of Value.* Bribes are not limited to cash or traditional forms of payment. A bribe can be anything of personal value to the recipient or their friends or family members. Depending on the circumstances, a bribe could be any of the following:
  - cash or cash equivalents;
  - lavish gifts or hospitality;
  - travel expenses for leisure and not related to any business matter;
  - charitable donations or political contributions to gain the favor of someone who can influence business with Adobe;
  - billing schemes, such as excessive discounts or payments of fake or excessive invoices, resulting in money being funneled for bribes;
  - employment (including for family members and including promises of future employment); or
  - any personal favors, such as securing school admission for a family member, paying personal bills, or allowing the use of personal vehicles or vacation homes.
2. *Recipient's Misuse of Power or Position.* A key characteristic of a bribe is that it urges the recipient of the bribe to misuse their power or position. You must never offer, provide, or accept anything of value if it creates or may create an expectation that the recipient will act improperly in return.

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3. *Unfair Benefit for Adobe.* You must never pay or accept a bribe to obtain an unfair commercial benefit for Adobe. For example, it is never acceptable to pay a bribe to secure or promote the sale of Adobe products or services, or to obtain favorable tax treatment, circumvent a government license or permit requirement, or gain access to non-public information.
  4. *Guidance.* To help you recognize and avoid paying bribes, see the guidance below on *Avoiding Common Types of Bribery*.
- (B) **Adobe prohibits offering or providing anything of value to a Government Official or any member of his or her family in order to secure an improper business advantage for Adobe.** Adobe is subject to the U.S. Foreign Corrupt Practices Act and other international laws that strictly regulate our interactions with Government Officials. These laws prohibit Adobe, and any Third Parties acting on behalf of Adobe, from making corrupt payments that may influence the actions or decisions of any Government Official.
1. The definition of "**Government Official**" includes:
    - Any employee or representative of a government department or agency (such as police or military agencies, immigration and customs agencies, tax agencies, and any issuers of government permits, approvals, or licenses);
    - Any non-government employee or representative who is acting on behalf of a government department or agency (such as in a consultant or advisor role);
    - Any employee or representative of a state-owned entity, which is any company or organization that is owned or controlled, in whole or significant part, by any government (commonly including public education institutions, public healthcare facilities, public transportation companies, and public utilities commissions);
    - Any employee or representative of a public international organization (such as the World Trade Organization, United Nations, World Intellectual Property Organization, International Committee of the Red Cross, etc.);
    - Any public officer or candidate for public office;
    - Any employee or representative of a political party; and
    - Any child, spouse, or close relative to any of the people listed above.
- (C) **You must follow the country-specific limits on any gifts and hospitality to Government Officials.** Any gift or hospitality that you offer or provide to a Government Official must be *below or equal to* the country-specific limits published in the *Government Gifts & Hospitality Country Matrix*; otherwise, if you wish to give any gift or hospitality that is *above* the published limits, you must obtain pre-approval from the Compliance Office before you discuss, make any offer, or provide it to the Government Official, as a mere offer could violate the law under certain circumstances. See the *Procedures* section of this policy for instructions on how to request pre-approval. For more information, see *Adobe's Business Gifts and Hospitality Policy #GEN-SOP-01-009*.
- (D) **Facilitating payments for routine government actions are generally prohibited.** A facilitating payment is a payment made to an individual to expedite a routine government action, such as processing a visa application, providing police protection, or supplying public utilities.
1. Facilitating payments are generally prohibited. The only time you are permitted to make a facilitating payment is if one of the following safety exceptions applies:
    - there is a medical or safety emergency that requires Adobe to obtain governmental services to protect the safety of Adobe employees (for example, medical evacuation or police or fire protection); or
    - you reasonably believe that an Adobe employee is in imminent danger of serious harm and no other reasonable alternatives for aid are available.
  2. If you determine that a safety exception applies and you make a facilitating payment, you must document the circumstances in writing and submit your report promptly to the Compliance Office ([Integrity@adobe.com](mailto:Integrity@adobe.com)), Chief Compliance Officer, or the General Counsel, no later than 48 hours after making the payment.
- (E) **Third Party Bribes Are Prohibited.** Adobe prohibits the indirect payment of bribes through a Third Party. This means that you must never authorize or coordinate a Third Party to pay a bribe on Adobe's behalf, regardless of whether Adobe's resources are used to pay the bribe. For more information, see the *Third Parties* section of this policy.
- (F) **Duty to Avoid Conflicts of Interest.** As an employee or representative of Adobe, you must ensure that your personal interests do not influence, or even appear to influence, your judgment on behalf of Adobe. This means you must never solicit, accept, or agree to accept any bribes from any party, and you must avoid participating in any situation where you have a conflict of interest. For more information, see *Adobe's Conflicts of Interest Master Policy #GEN-SOP-01-007* and *Business Gifts and Hospitality Policy #GEN-SOP-01-009*.
- (G) **How to Get Help If You Suspect Corruption.** If you believe that bribery or other corrupt activities may be occurring in connection with Adobe business, contact the Compliance Office ([Integrity@adobe.com](mailto:Integrity@adobe.com)) promptly for further guidance. You may also submit a report using Adobe's Business Ethics hotline (see *Procedures* section for instructions), where you will have the option to remain anonymous to the extent permitted by applicable law. All reports to the Compliance Office will be kept in confidence to the extent appropriate and permitted by law and Adobe policies. Adobe will not retaliate against anyone who submits a report in good faith.

## 2.4. Avoiding Common Forms of Bribery

This section establishes Adobe's requirements to help you identify and avoid common forms of bribery. Since it is impossible to describe every type of bribe or scenario where a bribe may arise, you must use good judgment at all times and refrain from making or accepting any payment or gesture that may be considered a bribe, even if it is not discussed in this policy.

- (A) **Cash or Cash Equivalents.** You must not give or receive any cash or cash equivalents, such as pre-paid cash cards or re-loadable debit cards, to or from any outside (non-Adobe) party unless you are expressly authorized by an Adobe policy or you have been pre-approved by the Compliance Office.
1. Gift cards having nominal value of \$20 or less may be exchanged so long as they are redeemable at a specific retailer for merchandise only (and not cash). Gifts cards should only serve as small tokens of appreciation and may not be exchanged on a frequent basis. Any other uses of gift cards must be expressly stated in Adobe's policies or approved in advance by the Compliance Office.
  2. Cash contributions are not permitted under any circumstances. In local regions where it may be customary to give cash on certain occasions – such as for condolences, congratulatory events, or holiday occasions – Adobe recommends sending an appropriate gift item with a letter of recognition, instead of providing cash, and disclosing the gift to Compliance in accordance with *Adobe's Business Gifts and Hospitality Policy #GEN-SOP-01-009*. For instructions on how to submit a disclosure to Compliance, see the *Procedures* section below.
- (B) **Gifts and Hospitality.** You must not give or receive gifts or hospitality if doing so could influence, or appear to influence, your business judgment on behalf of Adobe.
1. Any gifts or hospitality, including meals or entertainment, must be modest in value, customary to the occasion, and related to a legitimate business purpose such as a meeting to explain or promote Adobe's products or services. Adult entertainment venues, such as strip clubs, are inappropriate sites for Adobe business and are not permitted by Adobe policy.
  2. Any exchange of gifts or hospitality must be conducted in a transparent manner, and you must ensure that any gift item or hospitality expense is properly documented and does not violate the recipient's policies.
  3. Adobe personnel must comply with *Adobe's Business Gifts and Hospitality Policy #GEN-SOP-01-009* and *Travel and Expense Reimbursement Policy #PTP-SOP-09-001*.
- (C) **Travel Expenses.** From time to time, Adobe may pay for travel and lodging expenses for outside (non-Adobe) parties to attend meetings or events that promote Adobe's products or services. These travel expenses must comply with *Adobe's Business Gifts and Hospitality Policy #GEN-SOP-01-009* (including any pre-approval or disclosure requirements that may apply) and *Adobe's Travel and Expense Reimbursement Policy #PTP-SOP-09-001*. Adobe will not pay for the following expenses under any circumstances: side trips for leisure only; expenses for additional family members or personal guests; or extravagant expenses that are above what Adobe would reimburse its own employees.
- (D) **Charitable Donations and Grants.**
1. Adobe prohibits any charitable donation or grant that is intended to influence, or that may in fact influence or appear to influence, the outcome of a pending Adobe business matter. This includes any donation or grant that may confer a personal benefit to anyone who has decision-making authority or influence over a particular purchasing decision or government action that impacts Adobe.
  2. Charitable donations and grants are generally appropriate if they are made through:
    - an Adobe Corporate Responsibility program (such as the Matching Grants Program or the Employee Community Grants Program); or
    - any program that has been reviewed and approved by Adobe Legal (such as the Adobe University Collaborations program, or any Adobe donation or grant that has been established with guidance from Legal).
  3. Any other donation or grant over \$500 USD made on behalf of Adobe must be pre-approved by the Compliance Office. For instructions on how to submit a request for pre-approval, see the *Procedures* section below or contact the Compliance Office at [Integrity@adobe.com](mailto:Integrity@adobe.com).
- Examples of donations and grants that must be pre-approved by Compliance Office include:
- Donations over \$500 USD for fundraiser events, such as donations for Adobe to play in a charity golf tournament or to sponsor a table at a charity dinner;
  - Software donations or grants over \$500 USD to support organizations that are relevant to Adobe's business or brand, such as non-profit organizations, research organizations, education organizations, or technical interest groups.
  - Any other donations or grants over \$500 USD that are not made through Adobe Corporate Responsibility or that have not been previously approved by Adobe Legal.
- (E) **Political Contributions.** You are not permitted to use any Adobe resources (including any Adobe funds, facilities, services) to support any political candidate, campaign, or issue advocacy, unless you have obtained pre-approval by the General Counsel. All corporate and personal political contributions must comply with the requirements in the *Public Policy and Government Relations Policy #LGL-SOP-01-011*.
- (F) **Billing Activities.** You must always ask for clarification and supporting documentation if you detect any unusual billing activities that could indicate the use of funds to pay bribes or kickbacks. If you do not receive a sufficient explanation for the activity, do not authorize any payments and promptly notify your manager or contact the Compliance Office for further guidance. Examples of red flags to be aware of include:
- Unusual discounts, rebates, or refunds to business partners or customers;
  - Excessive commissions paid to partners, consultants, or sales agents, who may then use the excess to pay bribes or kickbacks;
  - Unsubstantiated invoices from a vendor – do not authorize any payment until you have proof that the services or products were actually provided (for example, do not authorize the disbursement of marketing development funds (MDF) until you have sufficient proof that the marketing campaign was conducted; see the *Channel Marketing Programs (Marketing Development Funds & General Channel Marketing Programs) Policy #PTC-SOP-02-002*);

- Invoices from an unfamiliar vendor – before you authorize any payment, verify the business justification for engaging the vendor, that the vendor has appropriate experience and expertise for the job, and that the vendor has been properly approved through Adobe's Vendor Onboarding Process;
- Round numbers for fees – be particularly alert to invoices where a currency conversion has been applied (e.g., invoice for \$5,000 USD for an event with costs or services listed in Euros) and verify the fees before you authorize any payment;
- Vague descriptions of fees – be suspicious of any invoice that contains vague descriptions of fees (such as "miscellaneous fees" or "administrative fees") or catch-all descriptions (such as "marketing event, \$25,000") and verify each line item before you authorize any payment.

(G) **Sales and Marketing Incentives.** Any incentives or prizes awarded as part of a contest, sweepstakes, or other sales or marketing promotion must be permitted by applicable law and properly documented. The rules of the promotion must be objective and fair, and the promotion must not be rigged to favor a particular party or outcome.

- Adobe personnel are required to follow the guidelines and procedures for conducting promotions, contests, and sweepstakes that are available here: <https://inside.corp.adobe.com/intellectual-property/legal-csp.html>

(H) If you have questions about whether something may be considered a bribe, promptly contact the Compliance Office ([integrity@adobe.com](mailto:integrity@adobe.com)) for guidance.

## 2.5. Working with Third Parties

Adobe engages Third Parties for a wide range of business activities; these may include assisting with sales, providing local knowledge, and handling logistics. These business arrangements are usually perfectly legitimate; however, Adobe may be held responsible if a Third Party engages in corrupt conduct while acting on Adobe's behalf.

(A) To ensure that Adobe carefully selects who we do business with, the Compliance Office and other Adobe teams have established pre-screening procedures to evaluate the following criteria for Third Parties:

- Sales and services capabilities;
- Location(s) where the Third Party conducts business;
- Financial health;
- Ethical behavior and general integrity;
- Potential conflicts with Adobe;
- Potential interaction with Government Officials;
- Compliance with anti-corruption regulations;
- Controls for revenue leakage and fraud risk; and
- Other applicable compliance areas (such as anti-money laundering and trade compliance).

(B) Third Parties who may potentially interact with Government Officials on behalf of Adobe will be subject to further evaluation and must be pre-approved by the Compliance Office before Adobe enters into any engagement with such Third Parties.

(C) Each Third Party is responsible for complying with Adobe's pre-screening procedures and meeting all onboarding requirements. Each Third Party is also responsible for keeping accurate records that demonstrate compliance with these requirements, including any due diligence reports, pre-engagement reviews and approvals, and anti-corruption assurances in agreements and contracts.

## 2.6. Accurate Books and Records

Adobe is required by law to maintain books and records that, in reasonable detail, accurately reflect the transactions and disposition of assets of the company.

(A) To ensure that Adobe maintains accurate financial and administrative information, you are prohibited from authorizing or taking any action that would result in the inaccurate recording of entries in the books and records of Adobe. For example, you must never:

- intentionally hide or disguise the true nature of any Adobe transaction or liability;
- misclassify the account or accounting period for any Adobe transaction or liability; or
- create or maintain any unrecorded or "off-the-books" accounts.

(B) All Adobe transactions must be supported by appropriate documentation. This means that the terms of sales and other commercial transactions must be accurately reflected in the documentation for such transactions, and that Adobe's books and records must reflect such documentation and be accurate and complete. Side arrangements are strictly prohibited. For more information, see Adobe's *Sales-Oriented Side Agreements Policy #PTC-SOP-02-011*.

(C) If you have reason to believe that any entries in Adobe's books and records may be false, misleading, incomplete, inaccurate, or artificial, you may contact the Compliance Office at ([integrity@adobe.com](mailto:integrity@adobe.com)) or submit a report using Adobe's Business Ethics Hotline.

## 2.7. Internal Controls

(A) **Training.** Adobe employees who perform certain business functions (such as senior management, sales, accounting, finance, audit, legal, business development and procurement) must participate in anti-corruption training on a periodic basis. The Compliance Office is responsible for identifying

the appropriate employees and administering the training to them. If you receive a notice to complete anti-corruption training, you must complete it before the due date specified in the notice.

(B) **Audits.** On a periodic basis, the Adobe Risk Advisory and Assurance Services team will audit the implementation of this Policy.

### 3. Procedures

#### 3.1. How to Request Pre-approval

Adobe uses an online tracking tool, Compliance Desktop, to manage compliance disclosures and pre-approval requests. You may request pre-approval by contacting the Compliance Office at [Integrity@adobe.com](mailto:Integrity@adobe.com) and then submitting the appropriate form in Compliance Desktop. Instructions and links to access Compliance Desktop are posted on Inside Adobe at <https://inside.corp.adobe.com/integrity/gifts-and-hospitality.html>.

#### 3.2. How to Report Suspected Violations of This Policy

You may report any suspected violations of this policy, including any payment of or request for bribes, inaccurate transactions in Adobe's books or records, or redirection of payments by a Third Party, in the following ways:

- (A) Contact the Compliance Office at [Integrity@adobe.com](mailto:Integrity@adobe.com).
- (B) Submit a report using the Business Ethics Hotline. You will have the option to remain anonymous (to the extent permitted by applicable law), and all reports will be kept in confidence to the extent appropriate or permitted by law and Adobe policies. The Business Ethics Hotline is available in the following ways:
  - Inside North America: Call toll-free 1-800-300-1026, or submit a report online by using the following URL: <https://secure.ethicspoint.com/domain/media/en/gui/35316/index.html>.
  - Outside North America: Use the following URL to find calling instructions for the country where you are located or to submit a report online: <https://secure.ethicspoint.com/domain/media/en/gui/35316/index.html>.
- (C) **No Retaliation.** You will not be retaliated against for reporting any concern that you, in good faith, reasonably believe to be true. Any such attempted retaliation will be subject to disciplinary action. For more information, see Adobe's *Non-Retaliation Policy #GEN-SOP-01-004*.

### 4. Exceptions

Any exception to this policy must be expressly permitted by Adobe policies or pre-approved in writing by the Compliance Office or the General Counsel.

### 5. Violations

Failure to comply with this Policy will be grounds for disciplinary action, including termination of employment or affiliation with Adobe. Individuals who violate anti-corruption laws may also be formally prosecuted and subject to administrative, civil, or criminal penalties, including monetary fines or imprisonment.

### 6. Definitions

For purposes of this policy, the following terms have the meanings indicated below:

- **Third Party** – any distributor, reseller, intermediary, consultant, representative, contractor or subcontractor, or any other agent who may act on behalf of Adobe (whether in a sales transaction, procurement of goods or services for Adobe, or any other context).

### 7. Responsibility and Related Documents

The groups indicated below are responsible for the following:

EMPLOYEES	<ul style="list-style-type: none"> <li>• Read, understand, and follow the requirements and procedures in this policy</li> <li>• Complete required anti-corruption training</li> <li>• Communicate requirements of this policy to external business partners</li> <li>• Affirm or certify compliance with this policy upon request</li> </ul>
MANAGERS	<ul style="list-style-type: none"> <li>• Ensure employees and business partners comply with this policy.</li> </ul>

THIRD PARTIES	<ul style="list-style-type: none"> <li>• Read, understand, and follow the requirements and procedures in this policy</li> <li>• Complete any required on-boarding procedures</li> <li>• Communicate requirements of this policy to external business partners</li> <li>• Affirm or certify compliance with this policy upon request</li> </ul>
COMPLIANCE OFFICE	<ul style="list-style-type: none"> <li>• Update the requirements and procedures in this policy as necessary</li> <li>• Provide employees with training and guidance to comply with this policy and applicable law</li> <li>• Review and determine whether to approve proposed transactions or potential business partners</li> <li>• Review facilitating payment exceptions</li> <li>• Review charitable donation requests</li> <li>• Manage due diligence requirements and requests to onboard third parties</li> <li>• Define compliance procedures and address escalations</li> </ul>

The following documents are related to this policy:

- *Adobe Code of Business Conduct #GEN-SOP-01-001*
- *Anti-corruption Compliance Standards for Korea*
- *Business Gifts and Hospitality Policy #GEN-SOP-01-009*
- *Business Travel and Expense Reimbursement Policy #PTP-SOP-09-001*
- *Channel Marketing Programs (Marketing Development Funds & General Channel Marketing Programs) Policy #PTC-SOP-02-002*
- *Conflicts of Interest Master Policy #GEN-SOP-01-007*
- *Non-Retaliation Policy #GEN-SOP-01-004*
- *Public Policy and Government Relations Policy #LGL-SOP-01-011*
- *Sales-Oriented Side Agreements Policy #PTC-SOP-02-011*