



STANDARD OPERATING POLICY AND PROCEDURE

POLICY DESCRIPTION: **Conflicts of Interest/Gifts and Hospitality Policy**

1.0 PURPOSE AND SUMMARY

This policy establishes the standards and procedures to be followed by Adobe employees to identify and manage relationships and activities that may conflict, or even appear to conflict, with their responsibility as employees to act in the best interests of Adobe. Adobe employees are obligated to: (1) refrain from acting in any circumstance in which their own interests conflict with the interests of Adobe and (2) fully disclose to the Director of Compliance and their manager any factual circumstances or relationships that pose a potential conflict of interest with Adobe. This policy describes how to identify potential conflicts and how to disclose and properly manage these circumstances.

This policy also establishes guidelines and procedures for both the giving and accepting of business courtesies such as gifts, hospitality and entertainment. Adobe employees must not allow such courtesies to influence or appear to influence their duty to act in the best interests of Adobe. Adobe employees also must not use business courtesies to attempt to improperly influence the decisions of our customers or other third parties nor provide such courtesies in violation of law or third party company policies.

Adobe employees interacting with government employees or pursuing government procurement opportunities should be aware of additional rules and regulations governing such interactions. Any gifts or hospitality in such circumstances may be prohibited and employees should consult the *Adobe Global Anti-Corruption Policy* for additional specific guidance.

Finally, Adobe employees engaged in any purchasing activities on behalf of Adobe are additionally subject to the requirements of the Adobe policy, PTP SOP 02 - 004, *Conflicts of Interest - Purchasing Activities*.

2.0 SCOPE

This policy applies to all employees, temporary employees, contractors, consultants and members of our Board of Directors engaged in any aspect of work for, by or on behalf of Adobe and their immediate family members and extends to relationships with vendors, suppliers, customers and business partners who conduct business, seek to conduct business or compete with Adobe. For ease of reference, the term “employees” will be used to refer to employees, temporary employees, contractors, consultants and members of our Board of Directors.

This policy applies to:

- All Adobe Companies (where permitted by local law)
- Domestic Adobe Companies (in the U.S. and Canada)
- International Adobe Companies
- Other (describe: _____)

3.0 RESPONSIBILITY

Employees

- Read, understand and follow the standards and procedures.
- Complete required conflict of interest and other compliance training.
- Communicate requirements of policy to Related Parties and business partners.
- Immediately disclose potential conflicts of interest to Integrity@Adobe, direct supervisors and Human Resources.
- In connection with a disclosed conflict, follow all specifically required control procedures.
- Politely decline any offered business courtesies that are in excess of established limits or disclose and seek Compliance Officer authorization.
- Observe established limits on offering business courtesies or seek prior authorization from Compliance Officer for exceptional circumstances.

Managers

- Ensure employees and business partners follow policies and procedures.
- Monitor direct reporting compliance with conflict control plans.

Legal/Compliance

- Update the policy, disclosure process and control procedures as necessary.

- Provide employees and management with counsel and guidance appropriate to comply with the policy.
- Determine appropriate control measures to properly manage disclosed conflicts.
- Establish and communicate business courtesy guidelines to meet various applicable legal standards.

4.0 POLICY

A. Conflicts of Interest

All business decisions made on behalf of Adobe must be based on sound ethical judgment, in the best interests of Adobe and free of undue influence, preferential treatment or special benefit to any individual. This policy prohibits any Adobe employee from participating in any decision or acting on behalf of Adobe in any situation or circumstance in which their own interests or the interests of a Related Party may conflict or appear to conflict with the interests of Adobe. It also requires that every employee promptly disclose in writing to the Director of Compliance as well as to their own manager any economic interests, activities or relationships that might pose a conflict of interest with Adobe. Following disclosure of potential conflicts, the Director of Compliance will determine if any specific precautions or controls are necessary for the employee and supervisor to manage or eliminate the potential conflict. Failure by either the employee or their supervisor to follow the conflict control procedures may be a basis for disciplinary action.

It is impossible to describe every possible relationship, situation or circumstance that may pose a conflict with an employee's duties to Adobe and this policy applies to any situation where a conflict arises whether specifically listed here or not. However, the list set out below is representative of the circumstances and relationships that are likely to present a conflict. Note that the term "Related Party" includes the following persons in relation to an employee: spouse, domestic partner, child, brother, sister, parent, mother or father-in-law, son or daughter-in-law, or brother or sister-in-law; any other relatives or persons living in the same household; any corporation, company or other organization of which the employee is a board member, officer, partner, or owner.

(1) Outside Jobs and Activities

Adobe employees may not engage in outside activities or employment that compete with Adobe, improperly diverts time and attention away from their responsibilities at Adobe or would otherwise be detrimental to Adobe. This shall include service on the board of a competitor, customer or supplier, or other service provider to Adobe. (Service on the board of a competitor is prohibited and service on the board of a direct customer or supplier or other potential business partner requires prior review and approval from the Director of Compliance or General Counsel.)

(2) Gifts and Preferential Treatment

Employees may not solicit or accept gifts, favors, loans, or preferential treatment from any person or entity that conducts business or seeks to conduct business with Adobe, except in accordance with Adobe policy. In addition, any gift or benefit offered by a current or potential Adobe supplier or business partner to a Related Party of an Adobe employee shall be considered a gift provided to the employee and shall in all respects comply with Adobe gift standards.

(3) Outside Financial Interests

As a general rule, Adobe employees and members of their immediate family and household may not hold or control any significant interest or ownership in an Adobe supplier, contractor, direct customer or competitor. If an employee or a Related Party holds such an interest, it must be promptly and fully disclosed in writing to the Director of Compliance and to the employee's direct supervisor. (Note: A "Significant Interest" is a financial interest that could influence, or could reasonably be thought to influence, an employee's judgment or actions. Generally speaking, a significant interest would include holdings greater than 2% of the securities or other beneficial interest in a company or other business. Additionally, a significant interest would include any investment or financial that equaled 2% or more of an employee's annual compensation. For purposes of this Policy, any investment representing less than 1% of a class of outstanding securities of a corporation or company traded on a public stock exchange **does not** constitute a Significant Interest.

(4) Family and Friends

Adobe employees may not participate in any business transaction or decision on behalf of Adobe with any Related Party or which will benefit any Related Party of the employee. Any circumstance in which an employee knows that a Related Party has a business relationship with other persons at Adobe shall be disclosed by the employee through the conflict of interest disclosure process.

(5) Corporate Business Opportunities

Adobe employees may not take personal advantage of corporate opportunities that are presented to the employee or are discovered by the employee as a result of their position with Adobe or through the use of corporate property or information unless authorized by the Director of Compliance or General Counsel, or the Adobe Board of Directors or a committee of the Board, if appropriate.

(6) Senior Leaders/Additional Issues

Executive officers and members of our Board of Directors shall not accept loans or guarantees of obligations from Adobe. A transaction involving an executive officer (including,

where required by applicable laws, our principal executive officer, principal financial officer, principal accounting officer, or controller (or persons performing similar functions)) or a member of our Board of Directors may be authorized only by our Board of Directors or a committee of the Board, to the extent permitted by applicable regulatory and NASDAQ rules, and will be disclosed to stockholders as required by applicable laws, rules, and regulations. It is Adobe's policy not to provide loans to its employees, serve as a guarantor for loans to its employees, or accept any obligations or commitments related to a loan by third-party lending institution to its employees.

B. Accepting Gifts and Hospitality

Soliciting or accepting excessive gifts or hospitality is a common way in which conflicts of interest can arise. Accepting an occasional gift is a permissible business practice where the gift is unsolicited, modest in value, provided openly and legal. For the purpose of encouraging responsible business courtesy practices by our employees and business partners, Adobe does require transparency and disclosure of other than routine gifts and hospitality with non-government partners. (More than nominal levels of *government* gifts and hospitality require prior approval.)

(1) *Any Adobe employee who accepts a **gift with an aggregate market value of greater than \$150.00 USD**, or its equivalent, from a vendor, supplier, customer or business partner must promptly disclose the exceptional gift through the process provided on the Integrity@Adobe internal website. (Note: Adobe employees engaged in purchasing activities are additionally prohibited by PTP SOP 02 - 004, *Conflicts of Interest - Purchasing Activities* from accepting any gift of a value greater than \$25.00 USD.)*

(1) *Any Adobe employee who accepts **hospitality (meals or entertainment) that has an aggregate market value of more than \$250.00 USD**, or its equivalent, from a vendor, supplier, customer or business partner must promptly disclose the exceptional hospitality through the process provided on the Integrity@Adobe internal website. Meals and entertainment provided to Related Parties of any Adobe employee will be considered to have been provided to the employee directly. Any entertainment offered to an Adobe employee that is not in fact also attended by a representative of the entity offering the entertainment shall be considered a "gift" and is reportable under those standards.*

In addition to the above general guidance, employees may never, under any circumstances:

- accept or offer a gift if it would violate any law, regulation, agreement or reasonable custom of the marketplace;
- solicit a gift or courtesy, directly or indirectly;
- accept a gift if it is intended to improperly influence the recipient (or it could appear to be intended for such purpose);

- accept any gift of cash or cash equivalent, such as a loan, stock, stock options, gift certificates, other than gift certificates for a specifically identified item;
- accept finder's fees, referral fees or other incentive payments or perquisites from third parties to whom Adobe may refer business;
- accept discounted products or services for personal gain in exchange for providing special treatment or consideration to a vendor, supplier, customer or business partner;
- engage in bartering (trading Adobe owned property for goods and/or services) or any associated practices; or
- accept a gift that, if publicly disclosed, would embarrass Adobe or damage Adobe's reputation.

Speaking events, determined to be in the best interests of Adobe, are generally considered part of an employee's normal job responsibilities. An employee in such a situation may accept a gift that complies with this policy and reimbursement of any reasonable expenses, but may not request, negotiate or accept a fee or any other form of compensation with the sponsoring organization unless the employee receives express written authorization from the appropriate Adobe business segment vice president.

For purposes of this policy, the term "gift" includes any gift, meal, service, entertainment, travel accommodations, reimbursement, loan, favor, preferential treatment, or anything else of value which is given or received as a result of a business or potential business relationship (including accepting the opportunity to buy "directed shares" – also called "friends and family shares" – from a company where the Adobe employee is now or is likely to become in any way involved in Adobe's relationship with that company).

C. Providing Gifts and Hospitality

Providing modest promotional gifts or sharing occasional meals and entertainment may promote goodwill and serve legitimate promotional purposes. However, under certain circumstances, offering gifts or hospitality to customers and business partners could violate either the law or the company policy of the recipient. **Additionally, Adobe employees may not provide gifts or hospitality to any employee of any government agency, entity or state owned commercial entity other than in compliance with the standards in the *Adobe Global Anti-Corruption Policy and Procedures* or identified in the section entitled "Dealings with Government Employees, Prime Contractors, and Subcontractors" below (for U.S. federal, state and local government).**

Where permitted by law and not in violation of the recipient's company policy, gifts and hospitality may be provided by Adobe employees to third parties consistent with the following standards:

Providing Gifts

- Adobe employees should limit gift giving to promotional items of nominal value (\$25.00 USD or less in value). Ordinarily, this means that the gift will bear an Adobe logo. Any meal or entertainment offered to a business partner where an Adobe employee does not attend shall be considered subject to the “gift” standards.
- Adobe employees should rarely offer gifts that are more than \$150 in value or provide gifts to the same recipient on a repeated and regular basis. **However, if a gift of a greater value is provided (to a non-governmental recipient), the Adobe employee providing the gift must promptly disclose the fact of the gift to the Compliance Office via the link provided on the Inside Adobe website.**
- Adobe employees may not offer any gifts with any expectation of obtaining improper influence or receiving anything in return.
- Adobe employees may only provide gifts in an open and transparent manner and not under any circumstances in which the gift giving is or needs to be concealed.
- Adobe employees may not use their own funds or resources to pay for favors, gifts or entertainment for a vendor, supplier, customer or business partner;
- Under no circumstances may Adobe employees offer, directly or indirectly, or authorize providing cash or other payments, loans, bribes, kickbacks, special privileges, favors or services to anyone.
- Gifts and entertainment provided by Adobe employees must also be consistent with the *Adobe Business Travel and Expense Reimbursement Policy*.

Providing Hospitality (Meals and Entertainment)

- Adobe employees should only offer or provide hospitality (meals and entertainment) that is consistent with generally accepted business practices and serve a valid business purpose.
- The hospitality offered and provided must be appropriate to the underlying business purpose and should not be extravagant. **If circumstances warrant providing hospitality of greater than \$250.00 USD, or its equivalent, per person to a non-governmental recipient, the Adobe employee providing the hospitality must promptly disclose the fact of the hospitality to the Compliance Office via the link provided on the Inside Adobe website.**
- The business courtesy or hospitality must be offered without creating an express or implied obligation or incentive to conduct business. A representative of each company must be present. (If an Adobe representative is not present, the gift standards shall apply.)
- Meals and entertainment should not be provided to the same recipient on a repeated and regular basis.

- Adobe employees may not use their own funds or resources to pay for hospitality for a vendor, supplier, customer or business partner;
- Adobe employees should only provide hospitality or business courtesies in an open and transparent manner and not under any circumstances in which the hospitality is, or is sought to be, concealed.
- Any hospitality provided by Adobe employees must also be consistent with the *Adobe Business Travel and Expense Reimbursement Policy*.

Dealings with Government Employees, Prime Contractors, and Subcontractors

Rules and laws that regulate Adobe's dealings with Government Customers (referring to United States Government and State/Local Government customers) are complicated and strict, and involve a variety of procurement and ethics laws and regulations. Adobe will conduct business with its Government Customers in strict compliance with all applicable rules and in a manner that avoids even the appearance of any conflict of interest. These rules also apply to Adobe's conduct with actual and potential prime contractors and subcontractors, including resellers, distributors, suppliers, and systems integrators associated with Government Customer procurements.

No Adobe employee shall offer, authorize or provide any money, kickbacks, gifts, services, entertainment, or anything of value in any amount, directly or indirectly, to any employee of any Government Customer except as provide below:

1. Modest items of food, such as soft drinks or snacks provided other than as part of a regular meal, which are worth less than \$20, may be offered during a business meeting or training session.
2. Promotional items (such as mugs, shirts, and other promotional items) valued at less than \$20, which are also made available to the general public at large at trade shows or similar events, may be given to Government employees, provided that the total amount given to each particular Government employee does not exceed \$50 during the calendar year. Note that gifts of cash are not permitted in any circumstance, regardless of dollar value.
3. Discounts or favorable rates for Adobe software products may only be provided to Government employees if such discounts are made available to the general public or to a class consisting of all Government employees.
4. Greeting cards and items nominal value (less than \$20) such as plaques are also permitted.

The above rules and limited exceptions apply equally to Adobe's dealings with actual or potential prime contractors and subcontractors (such as resellers, distributors, or systems integrators) in the government procurement context. Adobe employees shall not offer or authorize any payment of money, kickbacks, gifts, services, entertainment, or anything of value from such business partners in connection with any Government procurement (either at the prime contractor or any tiered subcontractor level).

Special Purchasing Standards -Vendors and Suppliers

Special restrictions and considerations also apply to employees engaged in arrangements with vendors and suppliers. Adobe imposes specific restrictions on employees engaged in supplier selection, management, contract negotiations and purchasing. Employees offered a gift during the procurement process from any vendor or supplier with greater than a nominal value of [\$25.00 USD, or its equivalent], must refuse the gift; or if the gift has already been received, it must be returned and the employee must inform the source of the gift of Adobe's policy and its restrictions. Gifts may only be accepted from suppliers if the value of the gift does not exceed [\$25.00 USD, or its equivalent].

Internal Gift Giving

Please see the Travel and Expense Reimbursement Policy for specific details regarding giving gifts internally to fellow Adobe employees.

Adobe Software

Providing Adobe software should never be used as a personal incentive to a recipient to improperly influence any decision or outcome. Specific policies limit the use of Adobe product as gift items. Please see the following policies for specific details regarding the use of Adobe software to be offered as a gift:

- Cost Center Order Policy
- Sales-Oriented Side Agreements Policy
- Employee Purchasing Program Policy
- Trading Adobe Products for Third Parties' Products and Services

Violations

Any employee who violates this policy may be subject to disciplinary action up to and including termination of employment.

5.0 PROCEDURES

5.1 Conflict Disclosure and Questionnaire Procedure

This policy requires all employees to refrain from acting in any situation where their interests conflict with Adobe and to disclose any potential conflict in writing whenever it shall arise. In addition, on an annual basis, employees will be solicited to complete a conflict of interest questionnaire which will assist them in identifying potential conflicts of interest. Employees may also update this questionnaire at the Integrity@Adobe page on Inside Adobe or by reporting newly discovered conflicts to Integrity@Adobe.com.

Potential conflicts of interest that are disclosed as part of this process will be reviewed by the Adobe Compliance Office to determine whether an actual conflict of interest is present and whether any precautions are necessary to protect the interests of Adobe. If additional precautions are necessary, a Conflict Control Letter will be established to document the details of the potential conflict along with the specific control measures or conditions required to mitigate the conflict. The employee and their direct supervisor will be required to acknowledge the specific conditions and each will be held responsible for complying with the conditions.

5.2 Non-governmental Gifts and Hospitality Disclosure Process

Employees who have accepted gifts and/or hospitality in excess of the generally acceptable and approved values or who have provided gifts or hospitality to non-government recipients of a value greater than the generally accepted and approved values must promptly disclose such gifts and hospitality using the disclosure process provided on the Integrity@Adobe internal website. Failure to report exceptions to the generally approved gift and hospitality standards shall be a violation of this policy.

5.3 Governmental Gifts and Hospitality Approval Process

Employees who seek to provide gifts or hospitality beyond the limits set forth in the Adobe Gifts and Hospitality Matrix for Government Recipients must seek prior approval from the Director of Compliance before providing such gifts or hospitality. Approval for the proposed gift or hospitality may be sought through the Gift/Hospitality reporting link on Inside Adobe or by email to Integrity@Adobe.com. Providing any gift or hospitality to a government employee beyond the established limits without such prior approval shall be a violation of this policy.

5.4 Reporting Questions and Concerns

Employees who are unsure whether they may give or accept a proposed gift, entertainment or other business amenity may disclose the situation to their manager who will review the situation with the Adobe Legal Department or Adobe's Director of Compliance. Employees may also seek advice or guidance on the application of this or other compliance policies by sending an email to Integrity@Adobe.com.

Suspected violations, complaints or concerns to Adobe's Business Ethics Hotline at 800-300-1026 or on Inside Adobe at <http://inside.adobe.com> and follow the link to Corporate Compliance. All reports of violations will be kept in strictest confidence to the extent appropriate or permitted by law or applicable Adobe policy. Employees may also consult Appendix A attached to this policy for further guidance on what may or may not be appropriate.

6.0 EXCEPTIONS

None.

7.0 DEFINITIONS

- **Related Party** - Includes the following persons in relation to an employee: spouse, domestic partner, child, brother, sister, parent, mother or father-in-law, son or daughter-in-law, or brother or sister-in-law; any other relatives or persons living in the same household; any corporation, company or other organization of which the employee is a board member, officer, partner, or owner.
- **Significant Interest** – A financial interest that could influence, or could reasonably be thought to influence, an employee's judgment or actions. Generally speaking, a significant interest would include holdings greater than 2% of the securities or other beneficial interest in a company or other business. Additionally, a significant interest would include any investment or financial that equaled 2% or more of an employee's annual compensation. For purposes of this Policy, any investment representing less than 1% of a class of outstanding securities of a corporation or company traded on a public stock exchange **does not** constitute a Significant Interest.
- **Government Recipient** – Any elected government official, any employee of any government agency, any employee of any company or other organization that is at least 50% owned by or controlled by any national, state, provincial or local government agency. Government Recipients also includes candidates for political office, representatives and employees of political parties and public international organizations such as the International Red Cross, United Nations, FIFA, etc.
- **Gift** – Anything of value including gratuities, physical items, privileges, for which the recipient does not pay. Activities that might otherwise be classified as

meals or entertainment are considered “gifts” if the person providing the hospitality does not in fact attend. .

- **Nominal value** – An item or courtesy with a nominal value has a cost or market value (whichever is greater) of less than \$25USD.
- **Meal** – An event that is reasonable and necessary to the sale or promotion of a products or service or other similar business purpose at which such activities take place and at least 50 % of the expense of the item related to food and not alcohol or collateral activities.
- **Entertainment** – Any other hospitality activity that does not constitute a meal or a gift (e.g., because no Adobe representative attended). Business entertainment must be reasonable and necessary to the sale or promotion of a products or service or other similar business purpose and requires the participation of both an Adobe employee and a current or prospective customer or business partner.
- **Fair Market Value** - In the case of Hospitality, the value of the hospitality provided to a recipient shall be the total actual cost of the event, in U.S. dollars, divided by the number of participants or attendees reasonably expected to attend or that will be invited to the event. In the case of Gifts, the value shall be the *greater* of: (i) the actual cost to Adobe of the Gift; (ii) the fair market value (if any) of the Gift; and (iii) the face value (if any) of the Gift.

8.0 RELATED DOCUMENTS AND FORMS

None.

9.0 DOCUMENT HISTORY

VERSION	ISSUE DATE	CHANGES
1.0	06/22/11	None

10.0 POLICY APPROVAL

This statement has been reviewed and approved in accordance with Adobe’s Policy #IAU-SOP-01-001.