



## Adobe Business Partner Code of Conduct

Critical to Adobe's identity and success is our foundation of integrity and honest and ethical conduct. Our foundation depends not only on our own employees but also upon our forming relationships with business partners that share our commitment to ethical business practices.

The Adobe Business Partner Code of Conduct articulates our own commitment and our expectations of our business partners. It also reflects our support for the Code of Conduct established by the Responsible Business Alliance (RBA) and the Ten Principles of the United Nations Global Compact.

We sincerely value our business partners who join us in pursuing these common goals of integrity and ethical business practices.

**Shantanu Narayen**  
Chairman and Chief Executive Officer



## Integrity and Compliance with the Laws

### Anti-Corruption

Adobe is committed to conducting its business free from extortion, bribery and all unlawful, unethical, or fraudulent activity. Adobe business partners must not offer, give, promise, or authorize any bribe, gift, loan, fee, reward, or other advantage to any government official, government employee, customer, Adobe employee, or other person to obtain any business or improperly influence any action or decision. Adobe business partners must comply with all applicable international anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act.

### Conflicts of Interest

Adobe business partners must avoid any situation that may involve a conflict or the appearance of a conflict between their personal interests and the interests of Adobe. Adobe business partners must not offer or provide excessive hospitality or entertainment or more than nominal gifts to any Adobe employee or client or their families to obtain or retain business or to influence a decision. Adobe employees and their family members may not hold any significant economic interest in any entity that does business with Adobe and is not publicly-traded and business partners are required to avoid such relationships with Adobe employees.

### Insider Trading

Adobe business partners must ensure that any non-public information obtained as a consequence of a relationship with Adobe is not used for the personal benefit of the business partner, their employees or other persons.

### Intellectual Property

Adobe business partners may only use Adobe's intellectual property, such as confidential information, trade secrets, copyrights, patents and trademarks, in a manner permitted under their contract with Adobe and the law and may not misappropriate or infringe the intellectual property rights of others. Adobe business partners must not misuse any trade secrets or confidential information of Adobe or of others for their own purposes or disclose such information to unauthorized third parties. Adobe business partners must notify Adobe if they become aware of any unauthorized use of the Adobe brands, trademarks or logos by a third party.

### Confidentiality

Adobe business partners must protect non-public Adobe information, and not disclose it to any unauthorized third party, and use it only for the business of Adobe as indicated by Adobe. This obligation to safeguard Adobe information continues after the engagement has ended.

### Trade Compliance

Adobe business partners must comply with all applicable trade compliance laws, including laws that control the import, export and re-export of Adobe products and information and laws that restrict dealings with sanctioned entities or individuals or in countries subject to trade embargoes or economic sanctions.

### Fair Competition

Adobe business partners must comply with all competition and antitrust laws and must not participate in activities that have the effect of reducing or destroying competition, such as agreeing with competitors to charge certain prices to customers (price fixing), coordinating with competitors during the competitive bidding process (bid rigging), dividing up markets by region, product, or customer (market allocation), or otherwise unfairly excluding or foreclosing competitors from the marketplace.

### Honest and Accurate Dealings

Adobe business partners must not make any false representations in connection with any Adobe transaction including, but not limited to, oral misrepresentations of fact or the promotion or utilization of false documentation such as non-genuine customer purchase orders, fraudulent or forged contracts, forged letters of destruction, or any other false or inaccurate records.

**Responsible Sourcing of Minerals**

Adobe business partners must reasonably assure that the tantalum, tin, tungsten, and gold in the products they manufacture does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of Congo or an adjoining country. Adobe business partners are expected to exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to its customers and Adobe upon request.

**Artificial Intelligence**

Artificial Intelligence (AI) solutions used for Adobe's products and services are developed in such a manner as to comply with regulations and voluntary codes.

**Accessibility for People with Disabilities**

Adobe business partners should ensure that ICT (Information and Communications Technologies), physical infrastructure, and hardware are designed and built in a manner which enables persons with disabilities to access necessary information and functionality. Adobe business partners supplying products and services for Adobe use agree to provide current documentation indicating level of conformity with accessibility standards such as Section 508 of the United States Rehabilitation Act of 1973, WCAG 2.1 Level AA, and EN 301 549.

## Labor Standards

Adobe expects our business partners to treat their employees fairly in accordance with local laws and regulations regarding labor and employment. Further, all business partners are expected to share Adobe's commitment to respect all human rights and provide equal opportunity as set forth in the Universal Declaration of Human Rights, the UN Guiding Principles and the ILO Core Labor Standards.

**Freely Chosen Employment**

Employment with Adobe business partners should be an expression of free choice and there should be no forced, prison, bonded or involuntary labor. Adobe business partners should allow workers to discontinue employment upon reasonable notice. Adobe business partners should not hold or otherwise destroy, conceal, confiscate, or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such actions are required by law.

**Child Labor Avoidance**

Adobe business partners should not use child labor and Adobe business partners should adopt procedures to verify and maintain documentation that no workers are younger than the local legal age for completing compulsory education. Adobe business partners must follow all applicable local laws, regulations, and standards concerning working hours and conditions for all workers. The term "child" refers to any person employed under the age of 15 (or 14 where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest.

**Slavery and Human Trafficking Avoidance**

Adobe regards all forms of slavery and human trafficking as unacceptable and strives to ensure that it must play no part anywhere within its business. Adobe is committed to ensuring that everyone it deals with is treated with dignity and respect and that the way it conducts its business and its dealings with business partners reflects its values and deters any form of modern slavery and human trafficking from occurring within its business and supply chain.

Adobe expects each of its business partners to share its commitment to respect for human rights and equality of opportunity in the workplace. Adobe expects each such business partner to reflect this in their own employment practices so as to achieve full compliance with all applicable laws and regulations.

In order to meet these expectations, each business partner must:

- take all reasonable steps to ensure that there is no slavery, servitude, forced or compulsory labor, or human trafficking occurring in its business or in its supply chains; and
- at all times comply with the relevant provisions of all applicable laws and regulations regarding modern slavery and human trafficking in the performance of its obligations under any agreement with Adobe

**Lawful Employment**

Adobe business partners must, prior to employing any worker, validate and review all relevant documentation to ensure that such worker has the legal right to work in that jurisdiction.

**Non-Discrimination or Harassment**

Adobe business partners must not discriminate on the basis of race, color, gender, gender identity or expression, sexual orientation, age, religion, disability, marital status, veteran status, national origin, citizenship, or cultural, religious or personal beliefs.

**Freedom of Association**

Adobe business partners must respect the legal rights of employees to join or to refrain from joining worker organizations, including trade unions. Adobe business partners have the right to establish favorable employment conditions and to maintain effective employee communication programs as a means of promoting positive employee relations that make employees view third-party representation as unnecessary.

**Safe Conditions**

Adobe business partners must provide a safe and hygienic working environment for workers and provide appropriate safety equipment and training.

**Working Hours**

Adobe business partners must afford workers working hours that comply with applicable laws.

**Wages and Benefits**

Adobe business partners must provide wages, benefits and overtime pay that comply with all local wage and hour laws and regulations including those relating to minimum wages, living wages, overtime hours, piece rates and other elements of compensation, and provide legally mandated benefits.

## Environmental Standards

At Adobe, we believe that we have a social responsibility to operate our business sustainably. Adobe expects that all partners and suppliers will share our commitment to protecting the environment by following the standards outlined below.

**Environmental Permits and Reporting**

All required environmental permits (e.g. stormwater discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

**Pollution Prevention and Resource Reduction**

Emissions and discharges of pollutants and generation of waste are to be minimized or eliminated at the source or by practices such as adding pollution control equipment; modifying production, maintenance and facility processes; or by other means. The use of natural resources, including water, fossil fuels, minerals and virgin forest products, is to be conserved by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling or other means.

**Hazardous Substances**

Chemicals and other materials posing a hazard to humans or the environment are to be identified, labelled and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

**Solid Waste**

Business partners are to implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous).

**Air Emissions**

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, routinely monitored, controlled and treated as required prior to discharge. Business partners are to conduct routine monitoring of the performance of their air emission control systems.

**Materials Restrictions**

Business partners are to adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal.

**Water Management**

Business partners are to implement a water management program that documents, characterizes, and monitors water sources, use and discharge; seeks opportunities to conserve water; and controls channels of contamination. All wastewater is to be characterized, monitored, controlled, and treated as required prior to discharge or disposal. Participant shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

**Energy Consumption and Greenhouse Gas Emissions**

Business partners are to aim to track and document all relevant Scopes 1 and 2 greenhouse gas emissions, at the facility and/or corporate level, and to look for cost-effective methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions. And, as part of our Science-Based Targets (SBTs), supplier business partners need to consider implementing their own SBTs as well as 100% renewable energy goals, due to their impact on Adobe's Scope 3 emissions.

## Procedures

**Applicability**

The Adobe Business Partner Code of Conduct applies to all Adobe business partners including but not limited to our distributors, resellers, solution and consulting partners, suppliers, vendors, and service providers.

**Certification**

Where required, each business partner covered by the Adobe Business Partner Code of Conduct will have an authorized representative certify that he or she has read and understood the Code and commits the Adobe business partner to these standards.

**Monitoring and Compliance**

Adobe may audit compliance with this policy or appoint a third party to conduct an audit. Any violations will be reported to the Adobe business partner's management for their attention and, if appropriate, corrective action. It is the intention of Adobe to terminate its relationship with any business partner who does not comply with this Code of Conduct or, upon discovery of noncompliance, does not commit to a specific plan to achieve compliance.

**Adobe business partners and other stakeholders may report suspected violations (anonymously and confidentially) to the Adobe Business Ethics Hotline at +1 800 300 1026, or by sending an email to [Integrity@adobe.com](mailto:Integrity@adobe.com).**