



## VENDOR CODE OF CONDUCT

### 1.0 COMPLIANCE WITH CONFLICT OF INTEREST PROVISIONS

- 1.1 Prior to execution and at least annually during the Term of this Agreement, Supplier will diligently inquire and promptly inform Adobe if any of Supplier's Relevant Staff Members or the Executive(s) in Charge of the relevant business units are Related (as defined below) to any employee, officer, director or Relevant Staff Member of Adobe. In the absence of such a notification, Supplier shall be deemed to have confirmed that no such Relation exists to the best of Supplier's knowledge.
- 1.2 For purposes of this Section, "Executive in Charge" means the individual who is part of the management team at a high level of management of the organization, who has the day-to-day tasks of managing that organization, business group or department; "Related" or "Relation" means any of the following relationships: spouse, children, parents, parents-in-law, siblings, brother/sister-in-law, uncles, aunts, nieces and nephews. "Relevant Staff Member" includes employees and temporary workers of Supplier/Adobe who are responsible for negotiating or performing under this Agreement.

### 2.0 COMPLIANCE WITH ANTI-BRIBERY AND ANTI-CORRUPTION PROVISIONS

- 2.1 Supplier will comply with all applicable anti-bribery and anti-corruption laws and regulations, including but not limited to the Foreign Corrupt Practices Act of the United States of America ("FCPA"), as well as the U.K. Bribery Act ("UKBA"), in all countries in which Supplier conducts business.
- 2.2 Supplier will not, in its performance under this Agreement, offer, pay, give (directly or indirectly), promise to pay, agree to or actually receive or accept a financial or other advantage, or any payment or gift of any money or thing of value, to:
  - (i) any government official or employee (including employees of state owned entities, e.g, government corporations or public international organizations), to influence any acts or decisions of such official or employee, or to induce such official or employee to use his influence with the local government to effect or influence the decision of such government in order to assist Supplier in its performance of its obligations under this Agreement or to benefit Adobe;
  - (ii) any political party or candidate for public office for such purpose;
  - (iii) or to any other person or entity if Supplier knows or has reason to know that such money or thing of value will be offered, promised, paid, or given, directly or indirectly, to any official, political party, or candidate for such purpose, or
  - (iv) any person or entity in any manner that would constitute bribery or an illegal kickback to secure an improper benefit on behalf of Adobe or to improperly influence any entity or person, or would otherwise violate applicable anti-corruption laws.
- 2.3 If Adobe reasonably suspects Supplier has not complied with this section, Adobe may request, and Supplier will promptly provide evidence sufficient, in Adobe's reasonable satisfaction, or compliance with applicable anti-bribery and anti-corruption laws and regulations. If such evidence is not, in Adobe's sole determination sufficient, such non-compliance will constitute a material breach of this Agreement and Adobe will be entitled to immediately terminate the Agreement.
- 2.4 During the Term of this Agreement, Supplier shall promptly notify Adobe of any allegation or investigation of fraud, bribery or corrupt practices regarding Supplier, regardless of the forum or venue in which such allegations are raised or investigation instigated.



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2.5 Supplier agrees to defend, indemnify and hold Adobe harmless for any claim arising out of or related to Supplier's alleged violation of anti-bribery or anti-corruption laws. Adobe reserves the right to defend itself in any such claim.