



# SAP CODE OF BUSINESS CONDUCT FOR EMPLOYEES

A Framework

March 2018

Dear colleagues,

As the representatives of a strong company,

We are fortunate to have many privileges. One of them is to participate every day in the realization of our vision to help the world run better and improve people's lives.

But with great privilege comes even greater responsibility.

This is why our Code of Business Conduct is one of the most significant documents for SAP. These pages will help us to honor the proud traditions of trust and integrity that make us who we are. Not only should you read it, you should reference it frequently. This is about protecting you, our colleagues and our company. I am counting on you to make this a personal priority.

Finally, we should also be proud that we have a wonderful team of professionals who make it their purpose to help us adhere to these guidelines. If you have questions, I know that Vivianne and her colleagues stand ready to assist you.

Thank you for your time, your attention and your dedication to SAP.

Very best regards,

Bill





## ABOUT THIS CODE OF CONDUCT

Over the years, SAP has gained a global reputation for probity, which has been a cornerstone of its success in business. One of the principal reasons that SAP is held in such high regard is that its employees are aware that values such as honesty, integrity, transparency, trustworthiness, and a sense of responsibility should underpin all business activities. Inappropriate conduct on the part of an individual not only harms those immediately affected but also endangers SAP's good reputation as a company.

The SAP Group Code of Business Conduct for Employees is the result of intensive discussions held by SAP executive management to define necessary and fair policy in its dealings with customers, vendors, and partners, as well as for internal processes. The Code of Business Conduct serves to minimize risks and help SAP employees avoid conflicts of interest, and implement steps required to do so in their daily work.

This SAP Group Code of Business Conduct provides a framework that allows room for international differences in culture, language, and legal and social systems. All SAP Group companies are requested to adopt their own Code of Business Conduct in accordance with the minimum requirements of this SAP Group Code of Business Conduct framework. Where appropriate local adoptions may contain stricter guidelines, more far-reaching requirements, or more detailed instructions, according to local requirements, but must not contradict the SAP Group Code of Business Conduct for Employees. The approval of the Legal Compliance & Integrity Office ([global-compliance-office@sap.com](mailto:global-compliance-office@sap.com)) is required before promulgation of any local adoptions.

Irrespective of the form of each Code of Business Conduct, a minimum requirement exists: Every employee must be made aware of the Code that applies to him or her and is under obligation to comply. SAP's Corporate Audit department will

monitor both the Code of Business Conduct and compliance.

A high level of credibility and integrity can only be maintained if every person involved is aware of the responsibility that accompanies compliance with the SAP Group's Code of Business Conduct.

The Legal Compliance & Integrity Office regularly reviews the SAP Group's Code of Business Conduct and is responsible for making any revision or clarification as warranted.




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"The mission of my team is to advance SAP's business goals by promoting a culture of integrity, and by mitigating a defined set of legal risks. We're happy to support our employees with any question related to our Code of business conduct."

*Vivianne Gordon-Pullar,  
SAP Group Chief Compliance Officer*

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## OBJECTIVES AND SCOPE

The Code of Business Conduct for Employees defines standards for conduct in all business, legal, and ethical matters carried out in daily business, and is meant as a tool and a guide for dealings with customers, vendors, and partners; interaction with competitors; as well as in financial areas and for trading in SAP shares. It is part of SAP's business policy to carry out all Company activities in accordance with the letter and spirit of applicable legal requirements and therefore keep high standards of business ethics.

The Code of Business Conduct for Employees goes beyond pure legal requirements. SAP can only maintain its reputation as a serious and professional business partner long term by behaving fairly, ethically, and with integrity in all business activities. Therefore, <SAP XXX> expects all of its employees to comply with this Code of Business Conduct at all times.

A Code of Business Conduct cannot and should not provide detailed procedures for handling all situations. Therefore, a Legal Compliance & Integrity Office has been instituted and is available to each employee and manager of <SAP XXX> as a point of contact for matters regarding the Code that require clarification, as well as problem or conflict situations. More information on the Legal Compliance & Integrity Office is available on the SAP Corporate Portal via the path 'Company → Policies & Guidelines → Code of Business Conduct'.

In addition to leading by example, all managers are expected to take the necessary steps to comply with this Code of Business Conduct and to pass along any potential problem situations to the Legal Compliance & Integrity Office for assessment.

Employees should address their immediate superior when questions or problems arise. The employee's manager is responsible for ensuring that conflicts are resolved as quickly as possible. If an employee is reluctant to approach an immediate supervisor with a problem situation regarding the Code, the employee is encouraged

to consult with the Legal Compliance & Integrity Office ([global-compliance-office@sap.com](mailto:global-compliance-office@sap.com)). Retaliation for raising questions or issues is prohibited as are dishonest, bad faith, or otherwise abusive reports (such as false personal attacks aimed at specific individuals).

<SAP XXX> expects all employees to endeavor to achieve the aims of <SAP XXX> and the goals agreed for their work while complying with the Code of Business Conduct for Employees. In principle, failure to comply with this Code can result in an investigation with, in some cases, consequences in employment law, and may also lead to civil court action and prosecution.

Employees will be notified of amendments to the Code of Business Conduct by the corporate portal and e-mail.

## 1 COMPLIANCE WITH THE LAW

In their work, <SAP XXX> employees must strictly obey all applicable provisions of the law and the generally accepted principles of business policy.

## 2 LOYALTY

### 2.1 Conflicts of Interest

<SAP XXX> employees must remain loyal to <SAP XXX> in their personal conduct. Specifically, this means employees:

- a) Must avoid situations in which their personal or financial interests conflict with those of SAP <XXX> or other companies in the SAP Group.
- b) Must not pursue any interests of their own within the context of doing their jobs that conflict with the interests of SAP <XXX> or the SAP Group.
- c) Must not directly or indirectly exploit any business opportunity available to <SAP XXX> or other companies of the SAP Group for their own personal benefit, or for the benefit of persons or companies outside of the SAP Group whom they are connected to.



Any appearance of a possible conflict of interest is to be avoided and upon discovery is subject to review. There is no exhaustive list of situations that could potentially raise conflicts of interest. To provide better understanding, however, a few typical situations where conflict of interests are either obvious or could have a negative impact both on SAP or the employee follow below.

### 2.2 Secondary Work

#### 2.2.1 General Guidelines

Employees of <SAP XXX> must not accept any secondary work that negatively impacts the time

required to fulfill their responsibilities to <SAP XXX>.

Prior to accepting an offer of work outside SAP, <SAP XXX> employees must review the corporate portal to determine whether a secondary employment process is available and report any secondary work via this process or – if no specific process is available – to their manager and the personnel department.

There is no need to report honorary posts so long as they do not interfere with the employee's work for SAP or affect SAP's competitive interests.

Without the agreement of the management of <SAP XXX>, employees of <SAP XXX> must not:

- a) Develop or Sell their own or third-party products or perform services where SAP offers similar products or services
- b) Carry out any activity that assists in the marketing or sale of products or services of a competitor of SAP

#### 2.2.2 Secondary Employment for Customers, Vendors, Competitors, or Partners

Employees of <SAP XXX> must not accept any secondary employment with SAP customers, vendors, partners and competitors if it harms the competitive interests of <SAP XXX>.

In addition, employees of <SAP XXX> must not function, either directly or indirectly, as an independent party in a contract, consultant, or in any other capacity, for a competitor.

The Legal Compliance & Integrity Office ([global-compliance-office@sap.com](mailto:global-compliance-office@sap.com)) determines:

- 1. Who or what is considered a competitor
- 2. Whether SAP's competitive interests are at risk

Employees of <SAP XXX> must have the express written permission of executive management of <SAP XXX> before accepting secondary work for an SAP customer, vendor, or



partner because the business interests of <SAP XXX> are generally affected.

### 2.3 Governing Offices with Other Companies

<SAP XXX> employees must not take a governing office (for example, as a managing director, executive board member, supervisory board member, or advisory council member) with a competitor of SAP because this directly harms SAP's interests. The Legal Compliance & Integrity Office ([global-compliance-office@sap.com](mailto:global-compliance-office@sap.com)) determines who or what is classified as a competitor.



<SAP XXX> employees must obtain prior approval from executive management before accepting a governing office with a customer, vendor, or partner of SAP; members of executive management of <SAP XXX> who wish to take a governing position with a customer, vendor or partner must obtain prior approval from the SAP Executive Board.

The same applies for accepting a similar function at a company that promotes the marketing prospects for products or services of a competitor of SAP.

Consent will only be given to an employee's acceptance of a governing position with a customer, vendor, or partner if <SAP XXX> is satisfied that:

- Performing the function will not affect the employee's obligation of loyalty to <SAP XXX>.
- The employee will abstain from voting in decisions that directly or indirectly result, or could result, in a conflict of interest in terms of the employee's loyalty to SAP.
- The employee will relinquish the function in case a fundamental and permanent conflict of interest arises in the future.
- The employee will not personally gain from performing the function at the

company, except for reasonable remuneration to fulfill the duties required of the function.

### 2.4 Financial Interests in Other Companies



Employees of <SAP XXX> must not have any financial interest in companies that are customers, vendors, competitors, or partners of SAP, if it could lead to a conflict of loyalty with <SAP XXX> or create the appearance of such a conflict.

Conflict of loyalty relating to a financial interest is present where, for example:

- The employee, within the context of his or her employment at SAP, has influence on decisions made at SAP regarding a customer, vendor, competitor or partner that may lead to his or her personal financial gain, or
- The employee has a financial interest in a customer, vendor, competitor, or partner that constitutes more than 20% of his or her financial assets.



A stake of more than 20% in a SAP customer, vendor, competitor, or partner must be reported to the Legal Compliance & Integrity Office without delay after acquisition.

### 2.5 Employment of Persons by SAP with Close Personal Connections to SAP Employees

A person who has a close personal relationship with an SAP employee (such as a relative, life partner or other close personal connection), may be employed by an SAP Group company as long as there is no substantial possibility of a conflict of interest or the perception thereof.

In order to avoid a conflict of interest, direct reporting lines generally are not allowed between employees with close personal relationships. If such a situation arises, one or the other or both,

may be required to change jobs within or at SAP. At a minimum, employees with close personal relationships must withdraw from participation in business activities or employment decisions that may reward or disadvantage one or the other (including but not limited to: hiring, evaluations, promotions, compensation, work assignments and disciplinary actions).

Situations that could be perceived as a personal conflict of interest should be reported to the Legal Compliance and Integrity Office so that appropriate steps can be taken to protect both SAP and the employees involved.

Situations where there is a relation, life partnership or close personal connection between an SAP employee and a senior leader which on corporate level would be regarded for the purpose of this regulation as a T4 manager or above should be disclosed in order to avoid even the impression of preferential or disadvantageous treatment and bad feelings in a team.

Relatives, life partners, and other persons with close personal connection to SAP employees are allowed to be employed at <SAP XXX> or other SAP companies so long as there is no danger of a conflict of interest or the perception thereof. Situations that could be perceived as a personal conflict of interest should be reported to the Legal Compliance and Integrity Office so that appropriate steps can be taken to protect both SAP and the employees involved. Local codes may have stronger related procedures for disclosure.

## 2.6 Employment of Persons by SAP with Close Personal Connections to Employees at Customers, Vendors, Competitors, or Partners.

Relatives, life partners, and other persons with close personal connections to SAP employees are generally free to work for customers, vendors, competitors, or partners of SAP. However, it is in the best interest of <SAP XXX> to ensure these employee relationships do not exert undue

influence. For example, potential adverse effects include:

- Sharing confidential information
- Effects on objectivity when making decisions

Employees of <SAP XXX> are therefore responsible to ensure that the employment of persons with whom they have close personal connections by customers, vendors, competitors, or partners of SAP does not infringe upon their loyalty to <SAP XXX> and does not affect any undue influence on SAP as a whole.

Every <SAP XXX> employee must avoid all involvement in and influence on decisions that SAP takes concerning work placed with persons with whom he or she has a close personal connection (for example, negotiation or award of contracts, approval of invoices).

## 2.7 Memberships

Memberships in professional organizations generally do not present a conflict of interest. However, SAP employees are required to request a conflict of interest review prior to joining an organization as an SAP representative or SAP employee where SAP will pay for the membership.

Memberships with any group that has or appears to have political affiliations in addition to the conflict of interest review, need to be aligned with Government Relations.

Private memberships where employment at SAP is not relevant do not require a conflict of interest review.

# 3 PERSONAL GAIN; BRIBERY; CORRUPTION



## 3.1 Personal Gain

SAP has a zero tolerance policy for all forms of bribery and corruption. This means that nothing of value may be offered, promised, or given to an



individual decision maker for the purpose of influencing that individual to make a decision in favor of SAP. Please note that company-to-company benefits (such as approved discounts on our software) are not considered bribes – the conduct that is prohibited is the provision of something of value to an individual for personal benefit. “Things of value” include not only money, but also entertainment, hospitality, a commission payment, etc.

Facilitation or “grease” payments are also prohibited. This term refers to small payments of a nominal value which are paid to expedite routine transactions. However, payments demanded under circumstances where safety is at risk are to be made, and reported as soon as possible to the Legal Compliance & Integrity Office ([global-compliance-office@sap.com](mailto:global-compliance-office@sap.com)) for follow up. Employee safety is the top priority.

In addition, SAP employees must not be influenced by bribery or corruption to do or to refrain from doing anything in their work. Employees of <SAP XXX> must not draw any personal gain or other benefit (except their salary and any additional compensation approved by executive management) from any business they carry out for <SAP XXX> and must not make any offer to any third party with the intention of inappropriately influencing a business decision by that party.

In the context of their work and in accordance with the principles above, employees may accept services from officials and public sector employees only if those services:

- Are directly and necessarily related to a transaction sought by both sides that complies with the rules in this Code, and
- Have been agreed in writing with the authorities in question.

## 3.2 Gifts from Third Parties

### 3.2.1 Meals and Other Entertainment

Employees of <SAP XXX> are permitted to accept offers of meals and other entertainment from current or prospective customers, vendors, competitors, and partners only where accepting the meal or entertainment:

- Serves to encourage or improve business relationships and is thus in the interest of SAP, and
- Does not inappropriately influence any SAP decision, and
- Does not create a payback obligation, and
- Is not unlawful or contrary to ethical principles, and
- Is consistent with business customs in the country concerned.

In principle, <SAP XXX> employees must decline any invitation to a meal or entertainment worth more than <currency><amount>. If an <SAP XXX> employee's relative, life companion, or any other person with whom the employee has a close personal connection, is also invited, the employee must ensure that the relative, life companion, or other person does not attend at the expense of the customer, vendor, competitor, or partner extending the invitation.

In exceptional circumstances an employee may accept an invitation exceeding that limit and the employee's relative, life companion, or other person with whom he or she has a close personal connection may attend at the expense of the customer, vendor, competitor, or partner extending the invitation, provided the conditions above are met and:

- Material business talks are held during, or immediately before or after, the meal or entertainment, or
- A written approval has been obtained in advance from the Legal Compliance & Integrity



Office ([global-compliance-office@sap.com](mailto:global-compliance-office@sap.com)) or an officer of the local subsidiary with appropriate authority to give such an exceptional approval (e.g., CFO, local Compliance Officer, etc.).

### 3.2.2 Other Gifts from Third Parties

<SAP XXX> employees and their relations, life companions, and other people with whom they have a close personal connection must not accept any gift in kind, payment, loan, vacation, or other privilege from current or prospective customers, vendors, competitors, or partners, where:

- The gift, etc., is worth more than <currency> <amount>, or
- Accepting the gift, etc., would prejudice SAP's business interests, or
- Accepting the gift, etc., would create a payback obligation, or
- The gift, etc., is given during negotiation or bidding, directly or indirectly by a party to that negotiation or bidding, or
- Accepting the gift, etc., would allow an impression of unjust advantage to arise, or
- The gift, etc., is unlawful or contrary to ethical principles, or
- The gift, etc. is associated with earlier gifts.

This rule does not apply to promotional gifts of low value of a customary kind or to payments that are not related to working for SAP and that would not be different were the payer not a customer, vendor, competitor, or partner of SAP. A payment by a bank relating to a private transaction is one example.

In some contexts, and in some countries it is customary to exchange gifts of higher value in business relationships. In such cases, <SAP XXX> employees may accept these gifts. However, the gift must be handed over to the

Legal Compliance & Integrity Office of <SAP XXX> without delay to be used internally, for the general benefit of the SAP employees, or as a donation to a good cause.

Discounts and other privileges offered to an <SAP XXX> employee as part of private transactions with customers, vendors, competitors, and partners of <SAP XXX> may only be accepted if these are granted to all <SAP XXX> employees.

## 3.3 Gifts to Third Parties

### 3.3.1 Meals and Other Entertainment

Employees of <SAP XXX> are permitted to offer meals and other entertainment to current or prospective customers, vendors, competitors, and partners only where the meal or entertainment:

- Serves to encourage or improve business relationships and is thus in the interest of SAP, and
- Does not inappropriately influence any decision to be made by the customer, vendor, competitor, or partner, and
- Does not create a payback obligation, and
- Is not unlawful or contrary to ethical principles, and
- Is consistent with business customs in the country concerned.

Employees of <SAP XXX> must not:



- Extend any invitation to a meal or entertainment with a value of more than <currency><amount> per person attending
- Extend more than one complimentary invitation to a hospitality event in the same quarter to a single individual at a prospective customer
- Extend any invitation for a complimentary meal or entertainment to any relative, life companion, or other person with whom

the employee of a customer, vendor, competitor, or partner has a close personal connection.

In exceptional circumstances an employee may extend an invitation exceeding that limit and extend an invitation to such relative, life companion, or other person, provided the conditions above are met and:

- Approval has been provided by the Legal Compliance & Integrity Office ([global-compliance-office@sap.com](mailto:global-compliance-office@sap.com)) or the Compliance Office of SAP (XXX), or
- Material business talks are held during, or immediately before or after, the meal or entertainment and
- The hospitality otherwise complies with the SAP Global Hospitality Events Policy (located on the Corporate Portal at Company >> Policies and Guidelines >> Global Policies).



### 3.3.2 Other Gifts to Third Parties

Gifts and benefits to officials and public sector employees are not permitted.

<SAP XXX> employees may only provide promotional material, courtesy gift, or other privilege or gift paid for by <SAP XXX> to a customer, vendor, partner, or other outside party with which SAP is in contact because of its activities if

- The gift, etc., is not worth more than <currency> <amount>, and
- The gift, etc., would not prejudice SAP's business interests, and
- The gift, etc., would not create a payback obligation, and
- No negotiation or bidding process is currently under way with the current or prospective customer, vendor, competitor, or partner, and

- The gift, etc. does not inappropriately influence or appear to influence any decision to be made by the current or prospective customer, vendor, competitor, or partner, and
- The gift, etc., is not unlawful or contrary to ethical principles, and
- The gift, etc. is not associated with earlier gifts.

### 3.4 Gifts to Political Parties, Politicians, and Political Organizations

<SAP XXX> does not make any gifts of money or in kind for party-political purposes. If an <SAP XXX> employee makes any such gift in a personal capacity, he or she must not give the impression that the gift has any connection with SAP. Under no circumstances will <SAP XXX> reimburse or provide any benefit in kind to compensate for private gifts or contributions made by employees. Neither will SAP indirectly make contributions to political parties or institutions.

### 3.5 Gifts Between or Among Employees

Gifts between or among employees at any level of the organization are generally not reimbursable. Contact your local Finance department for more details.

## 4 CONFIDENTIALITY



### 4.1 General

So far as they are relevant to the business operations of <SAP XXX> and are not publicly accessible, all internal operational documents, data, files, records and reports acquired or created in the course of employment are the property of SAP and are to be treated as confidential.

Especially information relating to pricing, product and service development as well as trade secrets



must be held in strictest confidence. This is because such sensitive information when being shared in an unauthorized way could be misused and seriously harm the competitiveness and the market position of the company and / or violate contractual obligations or even have effects on the stock market.

Therefore, employees of <SAP XXX> should be aware that this information must be safeguarded and must not share confidential company documents and information with third parties, nor in any way make them available inside or outside unless the information is shared within the scope of the professional duties and the receiving party is respectively authorized.

The SAP Global Nondisclosure Agreement/Confidentiality Policy (located on the Corporate Portal at Company >> Global Policies >> Compliance) and the SAP Global Security Policy (located on the Corporate Portal at Employee Services >> Security and Facility >> Security >> Security Policy and Standards) must also be observed.

## 4.2 Internal and External Communications



The management of the SAP Group and the executive management of <SAP XXX> always seek to provide open and frank discussions of the SAP's business activities and strategies with the employees of <SAP XXX>.

The dissemination of business-related information, both internally and externally, that concerns the SAP, its business activities, its strategy, or any other Company affairs, is the responsibility of employees who are explicitly authorized to do so.

This is important not only for SAP's image, but also because it can have a negative influence on SAP's reputation and in some cases even impact the share price and overall valuation of the company. In certain cases such actions could even trigger a requirement for us to report to the stock exchanges on which we are listed. For this

reason, it's important that the employee representing the company is an authorized to do so.

<SAP XXX> employees must not contact representatives from the media or the financial community on their own initiative unless explicitly authorized by Global Corporate Affairs or Investor Relations to do so. Any contact with representatives from the media or analysts must be coordinated and authorized through SAP Global Corporate Affairs, Investor Relations or a public relations (PR) employee of <SAP XXX>.

<SAP XXX> employees who are not authorized to disseminate information must:

- Forward queries from representatives of the media to [press@sap.com](mailto:press@sap.com), regardless of how the employee of <SAP XXX> received the request.
- Forward queries from the financial community to the investor relations team, regardless of how the employee of <SAP XXX> received the request. A list of contact persons in SAP Investor Relations is available at [sap.com](http://sap.com) under the Investor Relations section or [investor@sap.com](mailto:investor@sap.com).
- Not express an opinion in the name of SAP
- Refrain from providing information about SAP without prior written authorization

If asked to make a company-related statement by any customer, vendor, partner, or job applicant, for example, employees of <SAP XXX> must generally refer to the published, written information and turn to SAP Global Corporate Affairs, Investor Relations or PR employees of <SAP XXX> for assistance.

In all other respects, unauthorized employees must refrain from comments about official Company information to parties outside SAP.

To the best of their ability, employees of <SAP XXX> must ensure that when expressing a personal opinion, they do not leave the

impression that the opinion in any way reflects that of SAP. An example of this requirement is that <SAP XXX> employees must not use their @sap.com address for e-mail expressing political or religious opinions or to participate in chain mail with political or religious content.

#### 4.3 Exchange of Confidential information with Customers, Vendors and Partners



<SAP XXX> employees must not pass any information identified or identifiable as confidential to customers, vendors, or partners, nor, as a rule, should they accept confidential information from customers, vendors, or partners, unless a written nondisclosure agreement or other agreement with confidentiality provisions has first been entered into. Employees must clear any exceptions to this rule with their manager or the legal department (or both). The legal department must always be consulted before dispensing with the requirement for a nondisclosure agreement.

<SAP XXX> employees must not pass any customer's, vendor's, or partner's confidential information to another customer, vendor, partner, or other person outside SAP. This applies to current and potential customers, vendors or partners.

#### 4.4 Internet Use



It is possible for SAP employees to access portions of the Internet that are external to SAP. Material on non-SAP websites may be governed by legal terms such as click-through agreements or download agreements, subject to SAP corporate agreements with the website owner, or a combination of both. In addition, copyright law may protect the text, diagrams, photos, music and video content present on the website and trademark law may protect the sounds, logos and images that are representative of their owners. SAP respects the intellectual property rights of others, and must avoid the unauthorized use of third party

trademarks or copyrighted materials of others and SAP employees should confer with Global Legal/Global IP if they have any questions regarding the permissibility of photocopying, excerpting, electronically copying or otherwise using copyrighted materials. In addition, simply because material is available for copying, such as materials downloaded from the Internet, does not mean that it is automatically permissible to copy or recirculate (by, for example, email or posting to an intranet facility).

Legal agreements and copyright/trademark law may impose limitations on what SAP employees are allowed to legally access on such websites and how such materials may be used. Failure to abide by these legal requirements or agreements can place SAP's intellectual property at risk, expose SAP to liability for any misuse of the information, or expose SAP to liability for intellectual property infringement if the use is outside the scope of the applicable agreement or if used without a legal agreement.

SAP employees may browse partner, customer, competitor, and other third party web sites for business purposes, provided there is no unauthorized use of copyrighted materials or unauthorized access to confidential information, source code or competitor products.

Specifically, SAP employees are prohibited from:

- Copying, reproducing, distributing, publicly displaying, creating derivative works from, or downloading copyrighted materials (including product documentation, text, screen shots, software code, diagrams, photographs, music, videos, or other works of authorship) without the permission of the owner;
- Creating SAP products, tools, or technologies that automate the unauthorized extraction of data from third party websites, or automate the operation of third party websites, unless otherwise authorized (e.g., through a license agreement);

- Downloading source code unless otherwise authorized (e.g., through a license agreement);
- Downloading competitor products unless otherwise authorized (e.g., through a license agreement);
- Accessing or using confidential information unless otherwise authorized. Confidential information includes, for example, confidential contracts, price lists, and customer lists.
- Accessing or using information that can be found on competitors' websites except in accordance with the rules for the use of competitive information set forth herein.



The use of SAP email accounts for private purposes is restricted in some countries according to the local code of business conduct.

## 5 DATA PROTECTION AND PRIVACY RIGHTS



SAP employees must respect applicable data protection and privacy rights including any safeguards with regards to Personal Data of other employees, applicants, customers, suppliers, partners, and all other individuals whose Personal Data will be collected or processed by SAP.

SAP employees are bound to adhere to the principles set out in SAP Global Data Protection and Privacy Policy, if any operation at SAP involves the collection, processing and/or use or access of Personal Data. Personal Data may only be collected for legitimate purposes, which must be specified before the time of collection. The data may not be further processed in any way incompatible with the original specified purposes unless allowed otherwise, subject to the conditions of applicable law.

SAP employees are responsible to ensure that all processes involving the collection, processing

and/or use or access of Personal Data are designed to comply with the regulations of SAP Global Data Protection and Privacy Policy and applicable laws. It is within the responsibility of every SAP employee to comply with the regulations of this Policy when handling Personal Data in their daily work in behalf of SAP.

All SAP employees are personally obliged to data secrecy and confidentiality and responsible to maintain confidentiality regarding Personal Data they have access to due to their employment duties at SAP. Any SAP employee may collect, process and/or use or access Personal Data only to the extent necessary to fulfill their duties and according to approved processes.

## 6 ACCOUNTING



<SAP XXX> employees must ensure that <SAP XXX> only makes payments (regardless of type) against precise documentation and only for the purposes indicated in the documentation.

When recording and managing payments, <SAP XXX> employees must act in accordance with generally accepted accounting principles and observe the applicable guidelines.

## 7 CUSTOMERS, VENDORS, COMPETITORS, AND PARTNERS

SAP does not maintain business relationships with organizations that are, or are supporters of, anti-social forces, terrorist or criminal groups.

### 7.1 Conduct with Customers



#### 7.1.1 Boycotts

An agreement with a customer, vendor, competitor, or partner of SAP not to conduct business with, or not to deliver goods or provide services to any other customer, vendor, competitor, partner, or service provider is unlawful. Employees of <SAP XXX> must therefore be extremely careful if, for example,



they discuss with a vendor of <SAP XXX> the competitive terms of another vendor. Discussions of this sort raise suspicion of an unlawful understanding. A unilateral decision not to sell to a particular customer can become a problem if SAP has such a strong position in the market concerned that the customer is dependent on its contractual relationship to SAP.

### 7.1.2 Exclusive Contracts

<SAP XXX> employees must not, for example, ask their customers to buy products and services exclusively from SAP or to refrain from buying the products of a competitor, if this would impact competition in the market.

### 7.1.3 Reciprocity Deals

Employees of <SAP XXX> must ensure that <SAP XXX> does not enter into reciprocity deals in which <SAP XXX> only accepts goods and services from another company on condition that the other company obtains SAP products.

### 7.1.4 Changes in Contracts

Employees of <SAP XXX> must not agree to any changes, qualifications, or amendments to standard SAP contracts or general terms and conditions, whether by supplementary agreement, side letter, or otherwise, without first obtaining approval from the legal department.

## 7.2 Conduct with Vendors

### 7.2.1 General

The conduct of employees of <SAP XXX> who deal with vendors must be governed by sound judgment and absolute integrity. The most important consideration is the upholding of SAP's interests.

Employees of <SAP XXX> must make sure that the vendors of <SAP XXX> comply with all the requirements of the law in the country of

manufacture and the country of sale. The employees of <SAP XXX> must ensure that within the requirements set by the responsible purchasing department each vendor conducting a substantial volume of business with SAP is asked to provide written confirmation of such compliance.

<SAP XXX> employees must not force any vendor to buy SAP products in return for SAP's purchase of the vendor's goods or services. Naturally, however, SAP may seek to sell products to its vendors as it does to any other customer.

<SAP XXX> employees must not pass on information concerning a vendor's problems or shortcomings to any other vendor, partner, or other person outside SAP.

### 7.2.2 Bids and Estimates

<SAP XXX> employees must ensure that all qualified vendors are fully and equally notified of <SAP XXX>'s technical and commercial bid requirements. The same applies to subsequently provided details, changes, and additions to these requirements.

If <SAP XXX> has set a deadline for submitting bids, employees of <SAP XXX> must ensure that bids arriving after this deadline are not considered.

<SAP XXX> employees must base the award of any contract on the long-term cost to SAP, including the costs associated with defective goods and services, as well as the value of the long-term business relationship with SAP vendors.

### 7.2.3 External Consultants

Employees of <SAP XXX> must ensure that:

- Commission and consulting contracts are always concluded in writing
- Payments are only made for activities that are usually remunerated and are lawful.

## 7.3 Conduct with Competitors



### 7.3.1 General

One of the most serious infringements against the provisions of competition law is an understanding among competitors. Agreements and understandings between competitors about pricing, conditions of sale, volume of production, or the sharing of markets, are strictly unlawful. Employees of <SAP XXX> must not participate in agreements or understandings of this nature.

### 7.3.2 Price-Fixing Among Competitors



All forms of price-fixing among competitors are forbidden. This ban also includes all agreements and understandings that only indirectly affect prices or other conditions of sale (for example, discounts). Employees of <SAP XXX> must not participate in setting maximum and minimum prices or exchanging information about future pricing models with competitors. In individual cases, it may be necessary – as part of a reseller agreement – to provide information to the resale partner, who may also be a competitor, about the future pricing model so that internal licensing payments can be adjusted. Employees of <SAP XXX> must not convey such information without first checking with the legal department on the implications under competition law.

### 7.3.3 Competitive Restrictions

Joint ventures, collaboration agreements, and mergers among competitors can affect free competition. In many cases, they require official approval. Often their legality also has to be checked in multiple systems of law because they can have consequences in other countries. Therefore, employees of <SAP XXX> must ensure that the legal department checks the legality of such plans as early as possible and, in any case, before they are effected.

### 7.3.4 Contact with Competitors

<SAP XXX> employees must not talk with competitors about internal matters, such as pricing and conditions of sale, costs, overviews of the market, organizational processes, or other confidential information, from which competitors could draw competitive advantage over SAP.

### 7.3.5 Obtaining Competitor Information

SAP has a legitimate interest in obtaining information about competitors and evaluating all published information about its competing companies (for example, publications about products and pricing). On no account may employees of <SAP XXX> seek to obtain trade secrets or other confidential or secret information about a competitor using dishonest means.

<SAP XXX> employees must not accept, read, or use information about products and plans of competitors which is identified or identifiable as confidential information unless that employee of <SAP XXX> is authorized by the competitor to do so.

SAP receives a net benefit from competitive information only when it is obtained lawfully and ethically. SAP seeks to avoid exposure to competitive information that is confidential, is otherwise restricted or has no legitimate source. Actual or alleged infringement or misappropriation of competitors' confidential information or intellectual property rights may lead to litigation which, in turn, can result in monetary loss and the inability to provide certain products or services to our customers. In addition, actual or alleged infringement or misappropriation may also damage SAP's reputation as a trustworthy business partner.

Accordingly, SAP employees may gather and use non-confidential information about competitors (including information that can be found on competitors' websites), but only subject to the following limitations:

- SAP employees are legally prohibited from collecting confidential competitive information;
- SAP employees are legally prohibited from making untrue statements about competitors;
- SAP employees are legally prohibited from gathering competitive information in breach of a contract;
- SAP employees are legally prohibited from misrepresenting their relationship to SAP in order to obtain competitive information;
- SAP employees are legally prohibited from violating the copyrights of a competitor;
- SAP employees are legally prohibited from hiring third parties to engage in these practices.



#### 7.4 Conduct with Partners

Partners support SAP in many of the company's numerous and varied business interests. That is why <SAP XXX> employees must conduct themselves with absolute loyalty towards SAP and neutrality towards every partner. In particular, presenting a consistent and coordinated message is in the best business interests of SAP and the partner concerned.

Employees of <SAP XXX> must avoid all forms of one-sided preferential treatment of one partner. This particularly applies to competing bids from several partners for the same customer.



If a partner is also a customer, vendor, or competitor of SAP, employees of <SAP XXX> must observe the Code of Business Conduct described above with respect to customers, vendors, and competitors.

## 8 PROHIBITION OF INSIDER DEALING AND UNLAWFUL

### DISCLOSURE OF INSIDE INFORMATION

#### 8.1 General

SAP SE's shares and bonds are admitted to trading on European stock exchanges. Therefore its shares and bonds and their derivatives are subject to strict statutory rules under European and German law that forbid the unlawful disclosure communication of inside information or its use in trading. This is the case whether or not an employee has signed a specific confidentiality agreement or an insider declaration. Such prohibitions apply to actions committed within and also outside of the European Union. Similar prohibitions of insider dealing and unlawful disclosure also apply under US law with regard to SAP's ADRs listed on the New York Stock Exchange, and also in other countries outside the European Union. All SAP Employees worldwide, including.

Employees of <SAP XXX> must therefore ensure that when trading in SAP shares or bonds or related derivatives they do not do so on the basis of inside information, and must not unlawfully disclose inside information. The prohibition of insider dealing also applies to SAP shares acquired in connection with SAP's employee participation plans.

For more information, see SAP Corporate Portal -> Policies & Guidelines -> Global Policies -> Insider Regulations.

#### 8.2 Blackout Periods

Except in circumstances where the prohibition of insider dealing applies, you may decide at your personal discretion whether to dispose of or acquire SAP shares or bonds or their derivatives

However, to avoid any implication that employees of <SAP XXX> are involved in insider trading, the SAP Executive Board made an urgent appeal to all employees not to trade in SAP shares or bonds or their derivatives during the period from



the 15th day of the third month of any reporting quarter until the figures for that quarter are published by SAP ("Blackout Period"). Purchases of SAP's shares under SAP's employee participation plans are exempted. You are asked to comply with this (legally non-binding) appeal. Deviations from this guideline should only be made in emergencies (for example, where an employee has a sudden unexpected cash requirement). Cases of doubt should be discussed with the SAP SE Capital Market Compliance Team beforehand.

### 8.3 Trading in Financial Instruments of Listed Customer, Vendor, Competitor or Partner Companies or Listed SAP Subsidiaries

Sometimes employees of <SAP XXX> obtain inside information about customers, vendors, competitors, and partners. For instance, a customer might ask whether the SAP software it uses can handle a substantially increased volume of transactions resulting from a planned (but as yet not publicly disclosed) acquisition of another company. In addition, SAP Group companies often provide shared services or carry out collaborative preparatory work on major projects, in the course of which inside information may be acquired. Employees of <SAP XXX> must be very careful when trading in shares or bonds or related derivatives of listed customers, vendors, competitors, or partners, or of listed SAP subsidiaries (or derivatives of any such shares) that they do not do so on the basis of inside information or pass on inside information to others.

## 9 COMPLIANCE OFFICE REPORTING AND SAP'S NON-RETALIATION POLICY

SAP SE has established a Legal Compliance & Integrity Office ([global-compliance-office@sap.com](mailto:global-compliance-office@sap.com)) to oversee the Code of Business Conduct framework. The Legal

Compliance & Integrity Office must ensure that the principles in this Code are not compromised and that neither SAP nor the reputation of the company is damaged.



In addition, the Legal Compliance & Integrity Office has designated local legal compliance and integrity officers as a point of contact to employees and managers. The local legal compliance and integrity officers and/ or the Legal Compliance and Integrity Office can give guidance on Code of Business Conduct related questions.


SAP employees also have the opportunity to raise concerns anonymously as required by the Sarbanes Oxley Act. For this purpose, a [Whistleblower Reporting Tool](#) can be accessed via the SAP portal. Every follow up on a concern raised via the Whistleblower Reporting Tool is aligned with the Supervisory Board.

<SAP XXX> employees must raise any issue or question about violations of this Code of Business Conduct with their manager, or the Legal Compliance & Integrity Office. An objective investigation will be conducted, when necessary, to ensure appropriate remedial action. Such reports will be maintained with confidentiality to the greatest extent practical, in light of the need to conduct an investigation.

SAP has established a Global People Relations Office to manage HR Compliance policies and best practices including SAP's Global Anti-Discrimination Policy. For more information visit the People Relations Portal Page at [/go/gler](#) or on [JAM](#).

<SAP XXX> employees are expected to fully cooperate with Company investigations. Subject to local law provisions, failure to cooperate fully with an SAP investigation may be deemed a breach of the Code of Business Conduct.

Company investigations may be led by the Legal Compliance & Integrity Office, Corporate Audit, the Global People Relations Office or others with appropriate investigation training who are explicitly authorized by the aforementioned Offices. Employees and/or Management should



not attempt to investigate and remediate Compliance concerns themselves.

Questions or concerns about SAP's investigative process may be raised to the Legal Compliance & Integrity Office or the Global HR Compliance Office.

### 9.1 Non-Retaliation

Retaliation for reporting concerns or participating in an investigation is strictly prohibited. However, dishonest, bad faith, or otherwise abusive reports (such as false personal attacks aimed at specific individuals) are prohibited and may result in disciplinary action.

Retaliation concerns as well as concerns about dishonest, bad faith or otherwise abusive behaviour should be brought to the attention of the Legal Compliance & Integrity Office or the HR Compliance Office.

## 10 SANCTIONS

Any contravention of this Code will be internally investigated. In applicable cases it will also have consequences in employment law and may lead to external investigations, action in the civil courts, or prosecution.