



# **SAP Supplier Code of Conduct**

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## INTRODUCTION

Being a trusted partner for our customers, partners, suppliers, and colleagues has always been at the heart of our business. Ethical business builds trust and helps the world run better. We are committed to the highest standards of ethical business and expect the same from our ecosystem. Our Codes of Conduct for employees, partners, and suppliers, are cornerstones of this commitment to integrity.

The SAP Supplier Code of Conduct (“Supplier Code”) summarizes the ethical principles of the SAP Global Procurement Organization and builds on SAP’s commitment to the International Labour Organization’s (ILO) Core Labor Rights Conventions, the United Nations Global Compact, and the International Bill of Human Rights. We take guidance from international frameworks such as the United Nation’s Guiding Principles on Business and Human Rights (UNGPs) and the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct to integrate human rights considerations into our standard business practices, policies, and processes.

The following Supplier Code sets forth the framework of acceptable conduct SAP expects from its contractors, consultants, suppliers, vendors, agents, and all other third-party companies that comprise SAP’s supply chain (“Suppliers”). Therefore, SAP’s Suppliers must implement the requirements of this Supplier Code in their own operations, as well as in their supply chains.

All work performed for SAP must be in full compliance with this Supplier Code and all applicable laws, rules and regulations. We expect Suppliers to comply with this Supplier Code and to complete available Supplier Code trainings in addition to meeting any other obligations contained in any contract a Supplier may have with SAP. For Suppliers who have employees delivering the supplier services directly to SAP, these guidelines must be reviewed with all employees and subcontractors working on SAP matters.

We expect our Suppliers to conduct themselves in an upright, safe, and professional manner, to treat others with respect, fairness, and dignity and to refrain from any action that may be considered a conflict of interest, while working for and on behalf of SAP. We regard our supplier base as a critical and necessary extension of our operations and future success, and we thank you for continuing to make compliance and integrity a top priority as you work with SAP.

Failure to comply with the Supplier Code or failure to complete Supplier Code trainings during business with SAP will lead to your disqualification as SAP Supplier and will trigger further consequences like termination of contracts and excluding you from new business with SAP.

You also commit to the obligation of reporting to SAP any (suspected) violation of this Supplier Code and any law or regulation including those relating to improper behavior, human rights and environmental issues, as you become aware of it. You can do so confidentially and, if desired, anonymously using [Speak Out at SAP](#) (see section “Reporting Channel”).

We expect our Suppliers to confirm that all subcontractors are equally compliant with our policies and Supplier Code.

SAP has the right to conduct various types of risk-based due diligence on any Supplier at any time, which may include requesting information about the Supplier, requesting copies of its compliance policies and programs, and gathering certifications and other documentation. SAP Suppliers are expected to comply fully with any information requests required by SAP to carry out due diligence checks, including due diligence renewal and audit requests.

In addition, SAP may request Suppliers to conduct additional trainings or interviews with their relevant personnel and to include any specific provisions in the applicable contract with SAP. Shall there be any remedial measures agreed between SAP and a Supplier to achieve necessary level of compliance, the Supplier is required to commit to these in writing via a contract or an amendment to a contract.

Any change in a Supplier’s ownership, senior management, corporate structure, business lines or model, key personnel, subcontractors, or any other factor that might reasonably affect SAP’s risk evaluation must be communicated promptly.

Failure to supply information upon request or not meeting due diligence and training requirements may lead to suspension, rejection or delays in the supplier onboarding process or for SAP to continue working with the supplier.



All work performed in the delivery of a service to SAP must be in full compliance with this **SAP Supplier Code of Conduct and all applicable laws, rules and regulations.**

## COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

As a Supplier, you agree to abide by the terms of SAP's Supplier Code and acknowledge that compliance with this Code is required to maintain your status as an SAP Supplier. You agree that all business conducted on behalf of SAP shall be accomplished in full compliance with applicable laws, rules and regulations. If local laws are less restrictive than the principles set forth in SAP's Supplier Code of Conduct Suppliers are expected to, at a minimum, comply with the Code. If local laws are more restrictive than SAP's Supplier Code of Conduct, Suppliers are expected to, at a minimum, comply with applicable local laws.

### Bribery and Corruption

SAP has zero tolerance for all forms of bribery and corruption. Suppliers shall not make, authorize, or offer any bribes, kickbacks, or payments of money or anything of value to anyone, including officials, employees, or representatives of any government or public or international organization, or to any other third party (public or private sector) for the purpose of obtaining or retaining business, or influencing any other favorable business decision, that is related in any way to SAP. This includes giving money or anything of value to anyone when there is reason to believe that it will be passed on to a government official or the decision maker at a customer or potential customer's company for this purpose. Suppliers are required to comply with the German Criminal Code, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and all applicable local anti-bribery laws.

### Fair Competition

Antitrust and competition laws are designed to protect consumers and competitors against unfair business practices and promote and protect healthy competition. SAP is committed to observing the applicable antitrust or competition laws of all nations or organizations, and SAP expects its Suppliers to comply with all applicable antitrust or competition laws as well. Antitrust or competition laws vary from country to country, but generally such laws prohibit agreements or actions that unreasonably restrain trade, are deceptive or misleading, or unreasonably reduce competition without providing beneficial effects to consumers. Such agreements or actions are against the principles and work ethics of SAP.

### Securities and Insider Trading

SAP expects Suppliers to comply with applicable insider trading and securities laws governing transactions in the securities of SAP. Securities include common stocks, bonds, options, futures contracts, and other financial instruments. Suppliers that possess or have access to material and/or nonpublic information gained through their work with SAP may not use that information to trade in SAP securities or the securities of another company to which the information pertains. Employees of such Suppliers may not engage in any other action to take advantage of, or pass on to others, material information gained through

work with SAP until a reasonable time after full public disclosure has occurred. These restrictions also apply to family members, friends, and associates. Material information includes any information that a reasonable investor would consider important in a decision to buy, hold, or sell securities. Such information may include financial and key business data; information about merger, acquisition, or divestiture discussions; award or information related to the cancellation of a major contract; changes in key management; forecasts of unanticipated financial results; significant litigation; or gain or loss of a substantial customer or supplier.

### Human Rights

Suppliers are expected to respect internationally proclaimed human rights according to the expectations of the United Nations Guiding Principles and all relevant applicable national and international laws, in particular as they apply to supply chains and operations. Suppliers must also comply with all applicable employment and related laws (including those aimed at eradicating modern slavery) and are expected to meet in full their obligations under such laws and at minimum, Suppliers need to comply with the provisions of this Code.

### Export Control and Trade Sanctions

**Destination Restrictions:** Suppliers shall not provide SAP with products or services that are manufactured in/provided from countries that are subject to import, export control and sanction laws, including without limitation, the laws of the United States, the European Union, and Germany. A current list of restricted countries is available [on the SAP website](#).

**End-User Restrictions:** Suppliers shall ensure that the provisioning of products and services to SAP is not supported by entities and individuals with whom transactions are prohibited under applicable export control and sanctions laws, including those listed on any applicable sanctioned party lists (e.g., European Union Consolidated Sanctions List, U.S. Specially Designated National (SDN) lists, U.S. Denied Persons List, Bureau of Industry and Security Entity List, United Nations Security Council Sanctions).

## Covered Telecommunications Equipment or Services

Suppliers will not supply SAP with any “covered Telecommunications equipment or services” as more specifically described in the United States Federal Acquisition Regulation clause 52.204-25, “Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services of Equipment”.

## Regulations for Specific Substances

Suppliers must adhere to all applicable laws and regulations regarding prohibition or restriction of specific substances, including labeling laws and regulations for recycling and disposal. Suppliers are also to adhere to processes to comply with each agreed-upon customer-specific restricted and hazardous materials list.

## Know Your Employee

In order to ensure highest standard of security and safeguard our business against potential risk such as identity fraud, unauthorized access and infiltration by malicious actors, SAP suppliers should implement „Know Your Employee,, mandate that involves comprehensive employee verification, regular monitoring and re-verification. Implementing this mandate will help us collectively protect our businesses from potential threats, ensuring that we continue to operate in a secure and compliant manner.

## Software with Artificial Intelligence (AI) Capabilities

If SAP is supplied with software that has embedded AI capabilities, the AI capabilities should adhere to all relevant local laws related to ethical and responsible AI. In addition, the AI capabilities should also meet the requirements of SAP’s guiding principles and policies.

If there are no locally applicable laws, the Supplier should have a policy based on the guidelines from international institutions (e.g., the Institute of Electrical and Electronics Engineers, the Organization for Economic Co-operation and Development, Council of Europe). The same applies to the Supplier’s supply chain: If the Supplier is using third-party software with embedded AI, the Supplier should ensure that local laws and/or policy for ethical and responsible AI have been considered while procuring, deploying, and using the software.



You agree to abide by the terms of SAP’s Supplier Code and acknowledge that **compliance with this Code is required to maintain your status as an SAP Supplier.**

## LABOR AND HUMAN RIGHTS STANDARDS

Suppliers are committed to uphold the human rights of employees and to treat them with dignity and respect as understood by international human rights law. SAP respects and upholds the values of the International Bill of Human Rights and the International Labor Organization's (ILO) Core Labor Rights Conventions and takes guidance from international frameworks such as the United Nations' Guiding Principles on Business and Human Rights (UNGPs) and the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct. We furthermore support the Women's Empowerment Principles established by UN Women and UN Global Compact as well as the UN Corporate Standards of Conduct on Tackling Discrimination against LGBTI People. Suppliers are expected to enforce these labor and human right standards in their own operations and ensure that they are passed on to their downstream partners in the supplier network. Suppliers must take all reasonable measures to avoid and/or mitigate any labor and human rights risks and must provide access to remedy in case of human rights abuses.

### Modern Slavery and Freely Chosen Employment

Suppliers must not use any form of modern slavery or forced, bonded, or indentured labor. All work must be voluntary, and employees should be free to leave, or be terminated from employment with reasonable notice. Worker freedoms must not be forfeited, such as by withholding documents or restricting movement. Supplier must not charge illegal fees and deductions during recruitment and employment. Suppliers will not participate in human trafficking or use slave labor or prison labor in any part of their supply chain. All employees (including migrant employees and their family members) shall not be threatened with denunciation to authorities to coerce them into taking up or maintaining employment.

Suppliers are expected to take all reasonably practicable steps to ensure that participants in their supply chains do not engage in conduct amounting to modern slavery.

### Child Labor Avoidance

Child labor is not tolerated in any stage of the supply chain. Child labor refers to a person working under the statutory minimum set by the International Labor Organization which is 15 years. Suppliers must avoid any sort of child labor in their operations as defined by the International Labor Organization (ILO no. 138). If local minimum age law specifies a higher age for work, the higher age applies. Suppliers shall implement an appropriate mechanism to verify the age of employees. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. Young employees must not do work that is mentally, physically, socially, or morally hazardous and must be restricted from night shifts with consideration given to educational needs. Suppliers shall ensure proper management of student employees through proper maintenance of student records, rigorous due diligence of educational partners, and protection of

students' rights in accordance with applicable laws and regulations.

### Working Hours

Workweeks should not exceed the maximum set by local law and by the ILO Standards (ILO no. 1). Further, a workweek should not be more than 60 hours per week including overtime which must only be voluntary. Exceptions apply to emergency or unusual situations. Employees shall be allowed at least one day off per seven-day week (ILO no. 14).

### Wages and Benefits

SAP expects its Suppliers to pay an adequate living wage which amounts to at least the minimum wage as laid down by the applicable local law. All benefits required by local laws must be provided at minimum. Payments must be made regularly and directly to employees and overtime must be remunerated at a premium rate in line with local legal requirements. Deductions from or withholding of payments must be in alignment with local laws only, and employees must have full understanding of the actions taken. The same goes for advances and loans.

Employees must receive information about how remuneration is calculated including rates of pay, and the calculation of legal deductions. Employees must retain full and complete control over their earnings. Wage deductions as a disciplinary measure, or to keep employees tied to the employer or to their jobs, are prohibited. Holding employees in debt bondage, forcing them to work in order to pay off a debt, and deception in wage commitments, payment, advances, and loans are prohibited.

## Harassment, Violence, and Inhumane Treatment

SAP takes a zero-tolerance approach towards harassment, violence and inhumane treatment as defined in ILO 190, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, or verbal abuse of employees; nor is there to be the threat of any such treatment.

## Non-Discrimination

Suppliers are expected to be committed to a workplace free of unlawful discrimination. Suppliers shall not engage in discrimination based on culture, race, color, age, gender, gender identity or expression, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership, or marital status in hiring and employment practices such as promotions, rewards, and access to training. In addition, employees or potential employees should not be subjected to medical tests that could be used in a discriminatory way.

## Freedom of Association

Suppliers are to respect the rights of employees to associate freely, join or not join labor unions, seek representation, or join workers' councils in accordance with local laws. Employees shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation, or harassment.

## Contracts of Employment

All employees, including migrant employees, shall be provided with an employment contract in alignment with local regulation in a language they understand, clearly indicating their rights and responsibilities regarding all working and employment conditions prior to deployment, including but not limited to wages and working hours. Any changes to the employment contract and the working conditions agreed upon must be in alignment with local laws and fully transparent to the migrant worker.

## Unlawful Eviction and Deprivation

There shall be no unlawful eviction and unlawful deprivation of land, forests and waters in the acquisition, construction or any other use of land, forests and waters, the use of which secures the livelihood of a person.

## Security Forces

SAP expects Suppliers that hire or use private or public security forces or personnel to provide instruction or control to avoid torture and cruel, inhumane, or degrading treatment; risks to life or limb; or impairment of the freedom of association.



Suppliers are committed to **uphold the human rights of employees and to treat them with dignity and respect** as understood by international human rights law.

## HEALTH AND SAFETY

Suppliers recognize that the quality of products and services, consistency of production, and employees' morale are enhanced by a safe and healthy work environment. Suppliers must take all reasonable measures to avoid and/or mitigate any health and safety risks and comply with applicable local regulation. Suppliers also recognize that ongoing worker input and education are key to identifying and solving health and safety issues in the workplace.

Suppliers shall prevent employee's exposure to potential safety hazards (for example, electrical and other energy sources, fire, vehicle, and fall hazards) and make sure that such hazards are mitigated through proper design, engineering and administrative controls, preventive maintenance, and safe work procedures (including lockout-tagout). Where hazards cannot be adequately controlled by these means, employees are to be provided with appropriate personal protective equipment.

Suppliers must identify and assess emergency situations and events and minimize their impact by implementing emergency plans and response procedures, including emergency reporting, employee notification and evacuation procedures, employee training and drills, appropriate fire detection and suppression equipment, adequate exit facilities, and recovery plans.

Procedures and systems are to be in place to manage, track, and report occupational injury and illness, including provisions to encourage worker reporting, classify and record injury and illness cases, provide necessary medical treatment, investigate cases, and

implement corrective actions to eliminate their causes, and facilitate the return of employees to work.

Suppliers identify, evaluate, and control worker exposure to chemical, biological, and physical agents. When hazards cannot be adequately controlled by engineering and administrative means, employees are to be provided with appropriate personal protective equipment.

Suppliers identify, evaluate, and control worker exposure to physically demanding tasks, including manual material handling and heavy lifting, prolonged standing, extended exposure to extreme temperatures, and highly repetitive or forceful assembly tasks. Physical guards, interlocks, and barriers are to be provided and properly maintained for machinery used by employees.

Suppliers provide employees with clean toilet facilities, access to potable water, and sanitary food preparation and storage facilities. Worker dormitories provided by the Supplier, or a labor agent are to be clean, safe, and provide emergency egress, adequate heat and ventilation, and reasonable personal space.



Suppliers must take all reasonable measures to avoid and/or mitigate **any health and safety risks.**

## DIVERSITY AND INCLUSION

Suppliers are encouraged to provide an inclusive, healthy, bias-free work environment for their employees. Suppliers should, as applicable, strive to foster:

- Gender intelligence by offering equal rights for all employees, regardless of gender identity.
- Cross-generational intelligence by employing people of all ages and at every work and career stage.
- Cultural and identity intelligence by empowering many voices to help gain strength from people's differences.

Opportunities for differently abled people by focusing on their unique abilities and providing a work environment that considers the special needs and skills of each employee. Suppliers are encouraged to engage with groups at heightened risk of becoming disadvantaged or marginalized (vulnerable groups).

### Accessibility

Suppliers are encouraged to deliver goods and services that are accessible to everyone, including those with disabilities.

If accessibility standards – for example, Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, included in US Section 508, and the harmonized EN 301 459 including WCAG 2.1 Level and Germany's Barrier-Free Information Technology regulation (BITV) – are applicable for the goods or services delivered, Suppliers are strongly encouraged to take these standards into consideration and meet them.

### Diverse and Inclusive Supply Chain

SAP strives to work with a wide range of high-quality social enterprises and diverse Suppliers to drive innovation in its supply chain. SAP is committed to buying directly from social enterprises and diverse Suppliers whenever possible. SAP expects Suppliers to commit to proactively subcontracting goods and services in their supply chain to a social enterprise or diverse supplier whenever possible.

SAP will review reports for adherence to this code and to identify improvement opportunities.



Suppliers are encouraged to provide an **inclusive, healthy, bias-free work environment** for their employees.

## ENVIRONMENTAL STANDARDS

At SAP, our dedication to environmental responsibility extends beyond compliance. We continuously strive to mitigate our ecological footprint through our procurement practices. This section delineates the environmental standards and expectations we have for our suppliers. Adherence to these guidelines is crucial as it significantly contributes to our collective pursuit of a sustainable and environmentally conscious supply chain. Suppliers must take all reasonable measures to avoid and/or mitigate any environmental risks.

In manufacturing operations, adverse effects on the community, environment, and natural resources must be continually reduced and minimized, and suppliers are expected to ensure that their operations safeguard the health and safety of the public. All required environmental permits (for example, discharge monitoring) and registrations are to be obtained, maintained, and kept current, and their operational and reporting requirements are to be followed.

Suppliers are expected to contribute to our environmental objectives stated in the [SAP Global Environmental Policy](#) and collaborate with us to improve the environmental performance of SAP and our purchased products and services. **Suppliers acknowledge the SAP Global Environmental Policy by accepting the SAP Supplier Code of Conduct.**

### Environmental Management System (EMS)

Suppliers should implement and maintain an Environmental Management System (EMS) appropriate to the size, nature, and environmental risk of their operations. For larger suppliers (revenue over 1 Mio USD), compliance with ISO 14001 or an equivalent standard is expected. Smaller suppliers (revenue less than 1 Mio USD) are encouraged to develop and implement a simplified EMS system.

### Greenhouse Gas (GHG) Emission

SAP is committed to become net-zero by 2030 along the value chain in accordance with the Science-Based Target Initiative. To achieve our target and limit global temperature rise to 1.5°C to mitigate the adverse impacts of climate change, we must closely collaborate with our suppliers and rely on their contribution. Therefore, we require the following from our Suppliers transacting over 1 million € annually:

- Established GHG emission target or at least ambition to implement one latest next reporting year. This requires measuring, monitoring, and reporting of GHG emissions in accordance with established standards such as the GHG Protocol. Minimum requirement: Annual disclosure of scope 1 and scope 2 emissions with a continuous improvement of Scope 3 emissions accounting and reporting.
- Ambition or target to reduce energy consumption and use renewable energy in own operations through self-production, long-term Power Purchase Agreements (PPAs) or Energy Attribute Certificates such as Renewable Energy Certificates (RECs).

This can be supported by an ISO 50001 Energy Management System, a RE100 commitment, or similar certificates, accreditations, and commitments.

Minimum requirement: Annual disclosure of renewable electricity share in the supplier's own operations.

- Provide Product Carbon Footprint according to standards such as the GHG Protocol "Product Life Cycle Accounting and Reporting Standard" or at least ambition to provide such Product Carbon Footprints for product and services sold to SAP latest next reporting year.
- Ambition or target to reduce Product Carbon Footprints supporting SAP's net-zero target.
- Third-party verification of environmental data and reduction efforts is expected.

### Sustainable Materials and Resource Efficiency

Suppliers are required to prioritize the use of recycled or sustainably sourced materials in their manufacturing processes. They must demonstrate resource efficiency by reducing water and energy consumption and minimizing waste through all stages of production.

### Waste

Suppliers are expected to have a lifecycle perspective and Extended Producer Responsibility (EPR) to manage resources and waste circularly.

Suppliers must follow the Waste Hierarchy to properly manage waste: prevent, prepare for reuse, recycle, recover and, the last option, disposal. Hazardous

materials, if released to the environment, are to be identified and properly managed. Wastewater and solid waste generated from operations, industrial processes, and sanitation facilities are to be monitored, controlled, and treated. Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone-depleting chemicals, and combustion by-products generated from operations are to be characterized, monitored, controlled, and treated.

SAP strives to eliminate the consumption of single-use plastics. Therefore, Suppliers should make every effort to eliminate unnecessary packaging components, replace plastic packaging materials with environmentally friendly materials such as certified recycled paperboard packaging (e.g., FSC) and to eliminate Styrofoam material.

Suppliers are encouraged to design products with minimal environmental impact, focusing on durability, recyclability, and reduced resource use. Suppliers must adhere to principles of extended producer responsibility, taking accountability for their products throughout the lifecycle.

## Environmental Standards with impact on Human Rights

In light of the Minamata Convention on mercury, Stockholm Convention on persistent organic pollutants, and Basel Convention on control of transboundary movements of hazardous wastes and their disposal, Supplier must avoid causing harmful soil change, water pollution, air pollution, harmful noise emission or excessive water consumption which would a) substantially impair the natural foundations for the preservation and production of food; b) deny a person access to safe drinking water; c) impede or destroy a person's access to sanitary facilities; or d) harm the health of a person.

## Innovation and Continuous Improvements

Suppliers are required to continuously improve their sustainability performance. This involves regular participation in sustainability training, adoption of innovative practices that enhance sustainability, and collaboration in initiatives that aim to set higher environmental and social standards



We continuously strive to mitigate our **ecological footprint** through our procurement practices.

## MANAGEMENT SYSTEM

Suppliers shall adopt or establish a management system with a scope that is related to the content of this Code. The management system shall be designed to ensure compliance with applicable laws (incl. human rights), regulations, and customer requirements related to Supplier operations and products as well as; conformance with this Code; and identification and mitigation of operational risks related to this Code.

Supplier should also integrate its supply chain into the management system. It should also facilitate continual improvement. Suppliers commit to the statements on corporate social and environmental responsibility, affirming compliance and continual improvement. Suppliers hold clearly identified company representatives responsible for ensuring implementation and periodic review of the status of the management systems.

Suppliers identify, monitor, and understand applicable laws, regulations, and customer requirements. Suppliers establish a process to regularly and on an ad hoc basis identify the human rights, environmental, health, and safety and labor practice risks associated with its operations and Supplier's subcontractor's operations. Supplier should also establish preventative measures for its employees and subcontractors.

Suppliers determine the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks. Suppliers create and maintain written standards, performance objectives, targets, and implementation plans including a periodic assessment of Supplier performance against those objectives. The results of the assessment should be communicated to

relevant decision makers at the Supplier. Suppliers establish programs for training managers and their employees to implement Supplier policies and procedures.

Suppliers establish and monitor ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code. Periodic self-evaluations shall be conducted by Suppliers to ensure conformity to legal and regulatory requirements, the content of the Code, and requirements related to social and environmental responsibility.

Suppliers are expected to establish and maintain a publicly accessible and anonymous complaint procedure for their employees to report workplace complaints, including human rights and environmental risks and violations. Suppliers must protect whistleblower confidentiality and prohibit retaliation.

Suppliers establish a process for timely correction of deficiencies and creation of documents and records to ensure compliance and conformity, along with appropriate confidentiality to protect privacy. The documents and records need to be made available to SAP upon request.



The management system shall be designed to ensure compliance with **applicable laws, regulations, and customer requirements** related to Supplier operations and product.

## RESPONSIBILITY FOR COMPANY RESOURCES

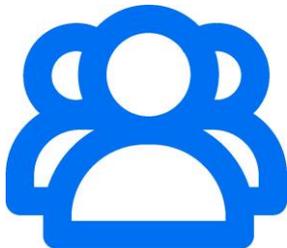
Suppliers are expected to safeguard SAP resources, which include property, assets, intellectual property, company technology assets (network, phone, internet, software applications, and email systems), trade secrets, and other confidential, proprietary, and/or sensitive information while delivering service to SAP. Use of SAP resources without proper approvals or for anything other than to perform SAP work activities is strictly prohibited. Intellectual property rights of SAP must be protected. SAP confidential or sensitive information must be protected.

Suppliers may only possess such information if they need to do so to perform service delivery. Suppliers should not use this information for gain or advantage and should never share this information without appropriate SAP approval. All confidential or sensitive information obtained by Supplier must have documented authorization in place. Inappropriate use of SAP internet or email is strictly prohibited.

Suppliers are expected to safeguard confidential information by not reproducing copyrighted software, documentation, or other materials without permission and by not transferring, publishing, using, or disclosing it other than as necessary in the ordinary course of business or as directed or authorized. Suppliers should observe applicable data privacy standards.

Materials that contain confidential information or that are protected by privacy standards should be stored securely and should be shared only internally with those employees who "need to know". For example, SAP confidential information may include, but is not limited to, software and other inventions or developments (regardless of the stage of development) developed or licensed by or for SAP, marketing and sales plans, competitive analyses, product development plans, pricing, potential contracts or acquisitions, business and financial plans or forecasts, and prospect, customer, and employee information.

SAP retains the right to monitor its assets and work environments in compliance with applicable federal, state, and local law. We monitor to promote safety, prevent criminal activity, investigate alleged misconduct and security violations, manage information systems, and for other business reasons.



Suppliers are expected to safeguard SAP resources, which include **property, assets, intellectual property, company technology assets, trade secrets, and other confidential, proprietary, and/or sensitive information** while performing work for SAP.

## BUSINESS CONDUCT

SAP expects Suppliers to compete in a fair and ethical manner for all business opportunities. Suppliers' employees involved in the sale or licensing of products and services and the negotiation of agreements and contracts to SAP must ensure that all statements, communications, and representations to SAP are accurate and truthful.

### Conflicts of Interest

While engaged in work for SAP, Suppliers must exercise reasonable care and diligence to avoid any actions or situations that could result in a potential conflict of interest or the appearance thereof.

A potential conflict of interest arises when a Supplier's private or financial interests collide with those of SAP or may be perceived to collide with SAP's interests. While there is no exhaustive list of such situations, potential conflicts of interest typically arise if a Supplier:

- Employs a current SAP employee or someone with a close personal relationship to an SAP employee to deliver service to SAP.
- Is partially or fully owned or controlled by a current SAP employee or someone with whom they have a close personal relationship.
- Has access to SAP's proprietary information while providing goods and services to SAP's competitors and uses this information to benefit themselves or a competitor.
- Provides services to develop a request for proposal (RFP) to be issued by SAP and seeks to bid on the work covered by that RFP; or
- Is engaged or overseen by an SAP employee with whom they have a close personal relationship.

Suppliers shall not encourage or influence current or former SAP employees in any manner which would cause them to disclose or provide any confidential, proprietary, or other restricted information obtained while employed by SAP to influence SAP's existing or proposed commercial transactions for the purpose of gaining a commercial advantage.

To avoid any conflict of interest or appearance thereof, SAP may at its sole discretion decide whether former SAP employees (for a period of twelve (12) months following the end of their employment at SAP) who are engaged by a Supplier, may act on behalf of the Supplier in SAP discussions or be part of the service delivered by the supplier to SAP.

Suppliers are expected to cooperate with SAP investigations and to provide reasonable assistance as requested.

SAP expects Suppliers to prevent or immediately disclose, in writing, a conflict of interest or the appearance of a conflict of interest as soon as possible to SAP's Office of Ethics & Compliance

(ethicalbusiness@sap.com). SAP may require the Supplier to correct any actual or perceived conflict of interest at any time during the agreement.

### Offering and Accepting Anything of Value

Giving and receiving benefits (including money, gifts, meals, and invitations to events) can help to build good working relationships and goodwill among companies and individuals. However, they may also be perceived as an improper advantage and raise concerns regarding integrity and independence. They can also create a conflict of interest (or the appearance of impropriety) and even violate laws.

Suppliers may not offer, promise, receive, or give anything of value to improperly influence decision making or an action. This requirement applies to every SAP employee as well as individuals and companies working with or on behalf of SAP, including Suppliers and those with close personal connections to the recipient.

Suppliers are strongly discouraged from offering a benefit to any SAP employee. In case a Supplier decides to offer anything of value to SAP, they should use discretion and care to ensure that any benefits, especially those offered to or received by any SAP employee, are reasonable, appropriate, consistent with applicable local laws, and cannot be construed or appear to be designed as a bribe or improper inducement to influence the recipient and secure unfair preferential treatment.

Suppliers are strictly prohibited to offer or accept benefits for or on behalf of SAP.

A general guideline for evaluating whether a benefit is appropriate is whether public disclosure would be embarrassing to the Supplier or SAP. The offering or acceptance of any expenditure in connection with SAP business must meet the following basic principles:

- Serves a legitimate business purpose (that is, encourage or improve a business relationship) without the intention of an unfair advantage,
- Does not inappropriately influence, or appear to influence, any business decision,
- Must not be offered during any pending bidding or negotiation process,
- Be made in a transparent manner and Ensure adherence to all applicable laws and relevant internal policies.

- Providing cash, cash equivalents, gift cards (for example vouchers, checks, or gift certificates) to SAP employees is strictly prohibited. Discounts and other privileges offered to an employee of SAP as part of private transactions with customers, suppliers, competitors, and partners of SAP may only be accepted if these are granted to all SAP employees.

### Financial Integrity

Accurate and reliable financial and business records are of critical importance in meeting SAP's financial, legal, and business obligations. Suppliers must not have any false or inaccurate entries in the accounting books or records related to SAP for any reason. Suppliers' business records must be retained in accordance with record retention policies and all applicable laws and regulations.

Suppliers should not knowingly shift an expense to a different accounting period.



SAP expects Suppliers to compete in a **fair and ethical manner** for all business opportunities.

## REPORTING CHANNEL

The standards of conduct described in the Supplier Code are critical to the ongoing success of SAP's relationship with its Suppliers. If you have questions or concerns about compliance or ethics issues while working for SAP or in SAP's supply chain, please let us know.

Prevention is best; however, if something does go wrong, we count on you to speak out. If something doesn't feel right, look right, or sound right, it probably is not right.

We expect you to report any (suspected) violation of this Supplier Code and any law or regulation, including those relating to improper behavior, human rights and environmental issues as you become aware of it. You can do so confidentially and, if desired, anonymously using **Speak Out at SAP**.

Speak Out is available online or via the integrated 24x7 helpline which has local language support whether you are reporting from inside or outside of SAP.

We know that it can take courage to report an issue. SAP does not tolerate any form of retaliation against those who raise concerns in good faith. We equally do not tolerate any personal or false attacks aimed at specific individuals.



**SAP does not tolerate any form of retaliation** against those who raise concerns in good faith.