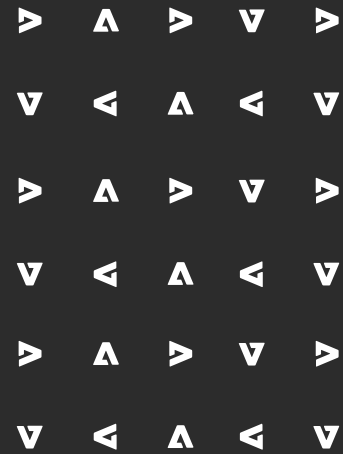


# Global Anti-Corruption Policy



## 1. Overview

This Policy establishes Adobe's global anti-corruption policy and applies worldwide in all places where Adobe conducts business. In addition to this Policy, the following compliance standards also apply in the respective locations:

- [Anti-Corruption Compliance Standards for Korea](#)

**How to Report.** If you believe that bribery or other corrupt activities may be occurring in connection with Adobe business, contact the Compliance Office ([Integrity@adobe.com](mailto:Integrity@adobe.com)) promptly for further guidance. You may also submit a report using Adobe's [Business Ethics hotline](#), where you will have the option to remain anonymous to the extent permitted by applicable law. All reports to the Compliance Office will be kept in confidence to the extent appropriate and permitted by law and Adobe policies. Adobe will not retaliate against anyone who submits a report based on an honest belief or assists in an investigation of a complaint. Adobe will take disciplinary action up to and including immediate termination of any employee who retaliates against another person for engaging in any of these protected activities.

If you have questions about whether something may be considered a bribe, promptly contact the Compliance Office ([integrity@adobe.com](mailto:integrity@adobe.com)) for guidance.

## 2. Policy

### 2.1. Scope

This Policy applies to all Adobe personnel, including regular employees, interns, Adobe-paid temporary employees, and contingent workers (including agency temporary employees, independent contractors, and vendor employees). This Policy also applies to all Third Parties (as defined in this Policy) who act on behalf of Adobe, including but not limited to any distributor, reseller, business partner, supplier, intermediary, consultant, representative, contractor, subcontractor, or agent of Adobe.

### 2.2. Compliance with Law

Adobe is committed to complying with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, Part 3 of the UK Criminal Finances Act of 2017, the U.K. Bribery Act, and any local anti-corruption laws. If applicable laws are stricter than this Policy, Adobe will comply with those laws.

### 2.3. Bribery is Prohibited

(A) Adobe prohibits bribes or payments of anything of value intended to improperly influence anyone. It is against Adobe policy to provide, offer, promise, accept, solicit, authorize or coordinate payments of anything of value to anyone for the purpose of obtaining an unfair advantage for Adobe.

(1) *Anything of Value.* A bribe can be anything of value to the intended recipient or their friends or family members. Depending on the circumstances, a bribe may include but is not limited to:

- cash or cash equivalents like gift cards;
- lavish gifts, meals or hospitality;
- travel expenses not related to any business matter;
- sponsorships, charitable donations or political contributions to gain the favor of someone who can influence business with Adobe;

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- billing schemes, such as excessive discounts, commissions, or payments of fake or excessive invoices, which result in “slush fund” money being used to make improper payments;
  - employment or promises of future employment, for the recipient or their family member; or
  - any personal favors, such as helping to secure school admission, paying personal bills, or allowing the use of personal vehicles or vacation homes.
- (2) *Recipient's Misuse of Power or Position.* A key characteristic of a bribe is that it urges the intended recipient of the bribe to misuse their power or position. A prohibited bribe is anything that creates or may create an expectation that the recipient will act improperly in return.
- (3) *Unfair Advantage.* A prohibited bribe is also any payment or offer made for the purpose of obtaining an unfair commercial benefit for Adobe. For example, it is never acceptable to pay a bribe to promote or secure the sale of Adobe products or services, obtain favorable treatment, circumvent or meet a government license or permit requirement, or gain access to non-public or, confidential information.
- (4) *Offers or Promises.* Offering or promising to pay a bribe is a violation of this Policy, even if the payment is not actually received or accepted.
- (5) *Third Party Bribes Are Prohibited.* Adobe prohibits the indirect payment of bribes through Third Parties, such as partners, sales agents or suppliers. It is prohibited to authorize or coordinate a Third Party to pay a bribe on Adobe's behalf, regardless of whether Adobe's resources are used to pay the bribe.
- (6) *Compliance Procedures.* To help ensure that Adobe conducts business with integrity and in compliance with laws, all Adobe personnel are required to follow the anti-corruption compliance procedures described in this Policy.

## 2.4. Government Officials

- (A) Adobe is subject to the U.S. Foreign Corrupt Practices Act and other international laws that strictly regulate our interactions with Government Officials. These laws prohibit Adobe, and any Third Parties acting on behalf of Adobe, from making corrupt payments or offering anything of value that may influence the actions or decisions of any Government Official.
- (B) The definition of “Government Official” includes:
- Public officers or candidates for public office;
  - Employees or representatives of a government department or agency (such as police or military agencies, immigration and customs agencies, tax agencies, and issuers of government permits, approvals, or licenses);
  - Employees or representatives of a state-owned entity (SOE) (see definition below);
  - Employees or representatives of commercial entities that represent or advise government departments or agencies, or state-owned entities, regarding any actual or potential Adobe transaction;
    - Generally, channel partners will not fall into this category. Systems Integrator (SI) prime contractors, with whom we partner, may, depending on the circumstances; please check with the Compliance Office to confirm.
  - Employees or representatives of a public international organization (such as the World Trade Organization, United Nations, World Intellectual Property Organization, International Red Cross, etc.);
  - Employees or representatives of a political party;
  - Any child, spouse, or close relative to any of the parties listed above.

State-owned entity (SOE) is any company or organization that is owned or controlled, in whole or in part, by any government. SOEs commonly include public education institutions, public healthcare facilities, public transportation companies, public utilities companies, etc. State-owned entities are treated in some instances as public sector or government undertakings.

- (C) **Facilitating Payments.** A facilitating payment is a payment made to an individual to expedite a routine government action, such as processing a visa application, providing police protection, or supplying public utilities. These payments may be small bribes or unofficial fees to government officials to obtain or speed up routine services which the officials are required to provide and may be considered customary in certain countries. Facilitating payments do not include official transparent government fees made to government agencies (rather than individuals) for expedited services (such as payments for expedited visa processing).
- (1) Adobe generally prohibits facilitating payments for routine government actions. The only time you are permitted to make a facilitating payment is for the following safety exceptions:
- there is a medical or safety emergency that requires Adobe to obtain governmental services to protect the safety of Adobe employees (for example, medical evacuation or police or fire protection); or
  - you reasonably believe that an Adobe employee is in imminent danger of serious harm and no other reasonable alternatives for aid are available.
- (2) If you determine that a safety exception applies and you make a facilitating payment, you must document the circumstances in writing and submit your report promptly to the Compliance Office ([Integrity@adobe.com](mailto:Integrity@adobe.com)), Chief Compliance Officer, or the General Counsel, no later than 48 hours after making the payment.
- (D) **Procedures for Government Officials.** Due to strict laws and regulations that may apply, Adobe requires additional anti-corruption procedures when dealing with Government Officials. Adobe's procedures regarding Government Officials are described in the relevant sections below.

## 2.5. Accurate Books and Records

- (A) Adobe is required by law to maintain books and records that, in reasonable detail, accurately reflect the transactions and disposition of assets of the company. As such, Adobe prohibits any action or authorization that would result in the inaccurate recording of entries in Adobe's books and records, including but not limited to:
- intentionally hiding or disguising the true nature of any Adobe transaction or liability;
  - misclassifying the account or accounting period for any Adobe transaction or liability; or
  - creating or maintaining any unrecorded or "off-the-books" accounts.
- (B) All Adobe transactions and business processes must be supported by appropriate documentation. This includes ensuring that the terms of all sales and other commercial transactions are accurately and completely recorded in the contracts, operating procedures, and documentation for such transactions. Side arrangements are strictly prohibited. For more information, see the [Side Arrangements Policy](#).
- (C) If you have reason to believe that any entries in Adobe's books and records may be false, misleading, incomplete, inaccurate, or artificial, you should promptly contact the Compliance Office ([Integrity@adobe.com](mailto:Integrity@adobe.com)) or submit a report using Adobe's [Business Ethics Hotline](#).

## 3. Procedures

Adobe has established the following procedures to prevent bribery and corruption in the course of its business dealings. You are expected to comply with these procedures and use good judgment at all times, and to refrain from making or accepting any payment or gesture that may be considered a bribe – even if a particular scenario is not specifically addressed in this Policy.

### 3.1. Cash and Cash Equivalents

- (A) Cash and cash equivalents, such as pre-paid cash cards, re-loadable debit cards or gifts cards, are prohibited and may not be given to or accepted from any outside (non-Adobe) party unless you are expressly authorized by an Adobe policy or you have been pre-approved by the Compliance Office. See the rules established by the [Business Gifts & Hospitality policy](#).
- (B) Cash payments or contributions are not permitted under any circumstances. In local regions where it may be customary to give cash on certain occasions (such as condolences, congratulatory events, or holiday occasions), Adobe recommends sending an appropriate gift item with a letter of recognition, in lieu of providing cash, and, if the value requires it, disclosing the gift in the Compliance Tracking Tool.

### 3.2. Gifts and Hospitality; Travel

- (A) **Gifts and Hospitality.** Gifts and hospitality, regardless of value, must be avoided if they may improperly influence, or appear to influence, the recipient's actions or business judgment. This will depend on the facts of the particular situation, including the purpose and value of the gift or hospitality, who the recipient is, and whether they have any responsibility or involvement in any upcoming business decision impacting Adobe.
- (1) In appropriate circumstances, gifts and hospitality, including meals or entertainment, may be given or received so long as they are reasonable and appropriate in nature and value, customary to the occasion, and related to a legitimate business purpose (such as a meeting to explain or promote Adobe's products or services).
  - (2) All gifts and hospitality must be exchanged in a transparent manner and must be properly documented in accordance with Adobe's policies and procedures.
  - (3) Adult entertainment venues, such as strip clubs and hostess bars, are inappropriate sites for Adobe business and are not permitted by Adobe policy.
- (B) **Travel.** From time to time, Adobe may pay for reasonable travel and lodging expenses for outside (non-Adobe) parties to attend meetings or events that promote Adobe's products or services.
- (1) All travel expenses must comply with Adobe's [Business Gifts and Hospitality Policy](#) (including any pre-approval or disclosure requirements that may apply) and Adobe's [Travel and Expense Reimbursement Policy](#).
  - (2) Adobe will not pay for the following expenses under any circumstances: side trips for leisure only; expenses for additional family members or personal guests unless the offer falls under a marketing hospitality program pre-approved by the Compliance Office; or extravagant expenses that are above what Adobe would reimburse its own employees.
  - (3) All travel expenses for current Adobe customers, for business partners and for Government Officials must be pre-approved by the Compliance Office. See instructions below for requesting pre-approval through the Compliance Tracking Tool.
- (C) **Disclosure Requirements for Gifts and Hospitality and Travel/Hotel Expenses.** Adobe requires disclosure of gifts and hospitality above certain thresholds and requires that travel/hotel expenses to be provided to customers be pre-approved by the Compliance Office. These thresholds are established in the [Business Gifts and Hospitality Policy](#).
- (D) **Pre-approval for Gifts and Hospitality to Government Officials.** Any gift, entertainment, travel, or hospitality provided to or received from, a Government Official must be pre-approved by the Compliance Office, with the exception of *de minimis* hospitality valued at \$10 USD or less per person consisting of modest refreshments, such as small snacks and soft drinks at a seminar, and not as part of a meal. This exception only applies if permitted by the limits in the [Adobe Government Gifts and Hospitality Matrix](#). See the [Gifts & Hospitality page](#) on Inside Adobe for the instructions and link to request pre-approval.

- Important Note regarding U.S. Public Sector: U.S. government agencies have specific rules that prevent or significantly limit U.S. public officials and government employees from accepting Gifts and Hospitality. These requirements are discussed in more detail in [Adobe Code of Business Conduct - U.S. Public Sector Handbook #GEN-SOP-01-010](#). Any exceptions to the Handbook must be pre-approved by the Compliance Office. Any awards, gifts and hospitality given to or offered by a Government Official from High Risk Jurisdictions must be pre-approved by High Risk Jurisdiction Steering Committee. See [High Risk Jurisdiction Standard](#) for more information.
- (E) **Compliance Tracking Tool for Submitting Disclosures and Requests for Pre-approval.** Adobe uses an online tracking tool to manage compliance disclosures and pre-approval requests. Instructions and links to access Compliance Tracking Tool are posted on the [Gifts and Hospitality page](#) on Inside Adobe. If you have any questions about the process, you may contact the Compliance Office at [integrity@adobe.com](mailto:integrity@adobe.com)
- (F) For more information, see these related policies and resources:
- [Business Gifts and Hospitality Policy #GEN-SOP-01-009](#)
  - [Gifts and Hospitality page](#) on Inside Adobe
  - [Government Gifts & Hospitality Country Matrix](#)
  - [Travel and Expense Reimbursement Policy #PTP-SOP-09-001](#)

### 3.3. Sponsorships, Donations and University Gifts

- (A) Adobe prohibits any sponsorship and any donation (including but not limited to charitable donation, gift-in-kind, or grant) that is intended to influence, or that may in fact influence or appear to influence, the outcome of a pending Adobe business matter. This includes any sponsorship, donation, or grant that may confer a personal benefit to anyone who has decision-making authority or influence over a particular purchasing decision or action that impacts Adobe.
- (B) Sponsorships and donations, including charitable donations, gifts-in-kind, and grants, are generally appropriate if they are made through:
- An Adobe Corporate Social Responsibility Program (such as the Matching Grants Program or the Employee Community Grants Program); or
  - Any program that has been reviewed and pre-approved by the Compliance Office (such as the Adobe University Gifts program, or any Adobe donation or grant that has been established with guidance from Adobe Legal and the Compliance Office).
- (C) Any sponsorship or donation made on behalf of Adobe that meets any of the following conditions must be pre-approved by the Compliance Office before committing to external party. See the [Gifts & Hospitality page](#) on Inside Adobe for the instructions and link to request pre-approval.
- (1) Any sponsorship, donation, or grant that benefits or is solicited by government officials or public sector entities
  - (2) Any sponsorships or donation greater than \$5K that benefits or is solicited by:
    - a. A potential customer, existing customer, sales business partner, or vendor, except for the following:
      - i. Customer-hosted conference sponsorships that increase Adobe brand awareness and product knowledge primary for customers' employees and/or the industry
      - ii. Vendor-related marketing sponsorships that promote Adobe's brand to a wide audience (e.g, brand partnerships, trade shows, industry conferences, summits, recruiting events, sports sponsorships, etc.)
      - iii. Sponsorships and donations valued at \$50K USD or less and solicited by commercial US public company customers
    - b. Adobe employees or their related parties
  - (3) Any sponsorship with a total value over \$1M USD
    - a. Sponsorships and donations greater than \$5K USD involving a charitable organization must be pre-approved by the Corporate Social Responsibility team. Please reach out to the CSR team at [createchange@adobe.com](mailto:createchange@adobe.com) for this pre-approval.
- (D) Documentation supporting sponsorships and donations must be in writing, such as email, statement of work, invoice, etc., and must clearly communicate the terms. Verbal agreements, chat and text message are not acceptable. Such written documentation may be subject to audit.
- (E) All sponsorships and donations greater than \$5K USD must be paid using the Adobe PR/PO process and/or the Adobe Corporate Cards if meeting requirements of the [Business Travel and Expense Reimbursement Policy #PTP-SOP-09-001](#). Unless the sponsorship or donation meets the criteria outlined in Section 3.3 (C) of this policy, any exceptions to the method of payment must be pre-approved in writing by the Compliance Office and, if the sponsorship or donation is intended for a charitable nonprofit, Corporate Social Responsibility.
- (F) University Gifts. Adobe may provide funding to academic institutions to support faculty who are working on research in areas of business interest to Adobe and making significant contributions in those areas. These university gifts must follow the guidelines posted on the [Adobe Research page](#) on Inside Adobe. Pre-approval from the Compliance Office is required prior to committing to any external party. Once approval from the Compliance Office is obtained, the Adobe business owner requesting the university gift must issue a formal gift letter to the University stating the purpose and amount of the funding, with a copy to the Compliance Office.

See the [Gifts & Hospitality page](#) on Inside Adobe for the instructions and link to request pre-approval

### 3.4. Political Contributions

Adobe resources (including any Adobe funds, facilities, services) may not be used to support any political candidate, campaign, or issue advocacy, unless pre-approval is granted by the General Counsel. All corporate and personal political contributions must comply with the requirements in the [Public Policy and Government Relations Policy #LGL-SOP-01-011](#).

### 3.5. Unusual Billing Activities

- (A) Adobe personnel must be alert to unusual billing activities that might indicate the use of funds to pay illicit bribes or kickbacks. If you detect any unusual or suspicious billing activity, you must promptly ask for clarification and supporting documentation. If you do not receive a sufficient explanation for the activity, do not authorize any payments and promptly notify your manager or contact the Compliance Office for further guidance.
- (B) Examples of red flags to be aware of include:
- Unusual discounts, rebates, or refunds to business partners or customers;
  - Excessive commissions paid to partners, consultants, or sales agents, who may then use the excess to pay bribes or kickbacks;
  - Unsubstantiated invoices from a vendor – do not authorize any payment until you have proof that the services or products were actually provided (for example, do not authorize the disbursement of marketing development funds (MDF) until you have sufficient proof that the marketing campaign was conducted; see the [Channel Marketing Programs \(Marketing Development Funds & General Channel Marketing Programs\) Policy #PTC-SOP-02-002](#));
  - Invoices from an unfamiliar vendor – before you authorize any payment, verify the business justification for engaging the vendor, that the vendor has appropriate experience and expertise for the job, and that the vendor has been properly approved through Adobe's Vendor Onboarding Process;
  - Round numbers for fees – be particularly alert to invoices where a currency conversion has been applied (e.g., invoice for \$5,000 USD for an event with costs or services listed in Euros) and verify the fees before you authorize any payment;
  - Vague descriptions of fees – be suspicious of any invoice that contains vague descriptions of fees (such as "miscellaneous fees" or "administrative fees") or catch-all descriptions (such as "marketing event, \$25,000") and verify each line item before you authorize any payment.

### 3.6. Sales and Marketing Incentives

Any incentives or prizes awarded as part of a contest, sweepstakes, or other sales or marketing promotion must be permitted by applicable law and properly documented. The rules of the promotion must be properly documented, objective and fair, and the promotion must not be rigged to favor a particular party or outcome.

- Adobe personnel are required to follow the guidelines and procedures for conducting promotions, contests, and sweepstakes available here: <https://inside.corp.adobe.com/legal-csp.html>

### 3.7. Duty to Avoid Conflicts of Interest

As an employee or representative of Adobe, you must ensure that your personal interests do not influence, or even appear to influence, your judgment on behalf of Adobe. This means you must avoid participating in any situation where you have a conflict of interest. Adobe also requires that you disclose any potential conflicts to the Compliance Office and follow any steps determined by the Compliance Office to manage the conflict. For more information, see Adobe's [Conflicts of Interest Master Policy #GEN-SOP-01-007](#).

### 3.8. Onboarding Third Parties

Adobe engages Third Parties (such as sales partners, suppliers, and vendors) for a wide range of business activities; these may include assisting with sales, providing local knowledge, and handling logistics. These business arrangements are usually legitimate; however, Adobe may be held responsible if a Third Party engages in corrupt conduct while acting on Adobe's behalf.

- (A) To ensure that Adobe carefully selects who we do business with, the Compliance Office and other Adobe teams have established pre-screening procedures to evaluate the following criteria for Third Parties:
- Sales and/or products and services capabilities;
  - Location(s) where the Third-Party conducts business;
  - Financial health;
  - Ethical behavior and general integrity;
  - Potential conflicts of interest with Adobe;
  - Potential interaction with Government Officials or government ownership;
  - Compliance with anti-corruption regulations;
  - Controls for revenue leakage and fraud risk; and
  - Other applicable compliance areas (such as anti-money laundering and trade compliance).
- (B) Third Parties who may potentially interact with Government Officials on behalf of Adobe or are wholly or partially owned or controlled by a government entity (often referred to as a "state owned entity") will be subject to further evaluation and must be pre-approved by the Compliance Office before Adobe enters into any engagement with such Third Parties.

- (C) Each Third Party is responsible for complying with Adobe's screening procedures and meeting all onboarding requirements. Each Third Party is also responsible for keeping accurate records that demonstrate compliance with these requirements, including any due diligence reports, pre-engagement reviews and approvals, and anti-corruption assurances in agreements and contracts.

### 3.9. Internal Controls

- (A) **Training.** Adobe employees who perform certain business functions (such as senior management, sales, accounting, finance, audit, legal, business development and procurement) must participate in anti-corruption training on a periodic basis. The Compliance Office is responsible for identifying the appropriate employees and administering the training to them. If you receive a notice to complete anti-corruption training, you must complete it before the due date specified in the notice.
- (B) **Audits.** On a periodic basis, the Adobe Risk Advisory and Assurance Services team will audit the implementation of this Policy.

## 4. How to Report

### 4.1. How to Report

You may report any suspected violations of this Policy, including any payment of or request for bribes, inaccurate transactions in Adobe's books or records, or redirection of payments by a Third Party, in the following ways:

- (A) Contact the Compliance Office at [Integrity@adobe.com](mailto:Integrity@adobe.com).
- (B) Submit a report on the Adobe Business Ethics Hotline via the online web portal or via local telephone number at <https://www.adobe.com/about-adobe/integrity.html>. You will have the option to remain anonymous (to the extent permitted by applicable law), and all reports will be kept in confidence to the extent appropriate or permitted by law and Adobe policies.

### 4.2. No Retaliation

You will not be retaliated against for reporting any concern that you reasonably, honestly believe to be true. Any such attempted retaliation will be subject to disciplinary action. For more information, see Adobe's [Non-Retaliation Policy #GEN-SOP-01-004](#).

## 5. Exceptions

Any exception to this Policy must be expressly permitted by Adobe policies or pre-approved in writing by the Compliance Office or the General Counsel.

## 6. Violations

Failure to comply with this Policy will be grounds for disciplinary action, including termination of employment or affiliation with Adobe. Individuals who violate anti-corruption laws may also be formally prosecuted and subject to administrative, civil, or criminal penalties, including monetary fines or imprisonment.

## 7. Definitions

For purposes of this Policy, the following terms have the meanings indicated below:

- **Compliance Tracking Tool** – Instructions for the Compliance Tracking Tool and links to submit Gifts and Hospitality disclosures and requests for Compliance pre-approval are posted on Inside Adobe at <https://inside.corp.adobe.com/integrity/gifts-and-hospitality.html>.
- **Third Party** – any distributor, reseller, supplier, intermediary, consultant, representative, contractor, subcontractor, or other agent who may act on behalf of Adobe (whether in a sales transaction, procurement for Adobe, or any other context).

## 8. Responsibility and Related Documents

The groups indicated below are responsible for the following:

EMPLOYEES	<ul style="list-style-type: none"> <li>• Read, understand, and follow the requirements and procedures in this Policy</li> <li>• Complete required anti-corruption training</li> <li>• Communicate requirements of this Policy to external business partners</li> <li>• Affirm or certify compliance with this Policy upon request</li> </ul>
MANAGERS	<ul style="list-style-type: none"> <li>• Ensure employees and business partners comply with this Policy.</li> </ul>
THIRD PARTIES	<ul style="list-style-type: none"> <li>• Read, understand, and follow the requirements and procedures in this Policy</li> <li>• Complete any required on-boarding procedures</li> </ul>

	<ul style="list-style-type: none"> <li>• Communicate requirements of this Policy to external business partners</li> <li>• Affirm or certify compliance with this Policy upon request</li> </ul>
COMPLIANCE OFFICE	<ul style="list-style-type: none"> <li>• Update the requirements and procedures in this Policy as necessary</li> <li>• Provide employees with training and guidance to comply with this Policy and applicable law</li> <li>• Review and determine whether to approve proposed transactions or potential business partners</li> <li>• Review facilitating payment exceptions</li> <li>• Review sponsorship and charitable donation requests</li> <li>• Manage due diligence requirements and requests to onboard Third Parties</li> <li>• Define compliance procedures and address escalations</li> </ul>

The following documents are related to this Policy:

- [Adobe Code of Business Conduct #GEN-SOP-01-001](#)
- Anti-corruption Compliance Standards for Korea
- Business Gifts and Hospitality Policy #GEN-SOP-01-009
- Business Travel and Expense Reimbursement Policy #PTP-SOP-09-001
- Channel Marketing Programs (Marketing Development Funds & General Channel Marketing Programs) Policy #PTC-SOP-02-002
- [Conflicts of Interest Master Policy #GEN-SOP-01-007](#)
- Non-Retaliation Policy #GEN-SOP-01-004
- Public Policy and Government Relations Policy #LGL-SOP-01-011
- Side Arrangements Policy #PTC-SOP-02-011