



SAP LABS. Bangalore.

SAP Labs India Pvt. Ltd.
 CIN: U72200KA1995PTC018484
 138, Export Promotion
 Industrial Park, WhiteField,
 Bangalore – 560 066. India
 T: +91-80-4139 5139
 F: +91-80-4139 6969
www.sap.com

12 April 2022

Private & Confidential

Subbanarasa Reddy Puttana
 A-406, Ssvr Tridax Apartment
 Balagere Road, Varthur
 Karnataka 560087 India
 +919900505288

EMPLOYMENT CONTRACT

Dear Subbanarasa,

We are pleased to offer you employment with **SAP Labs India Pvt. Ltd (SAP)** on the following terms and conditions:

- 1.1. You shall be appointed to the position of **Senior Developer**. Your Career Level will be **T3** and the assigned Grade Level is **3**.
- 1.2. Your employment with us will start on **18 July 2022**.
- 1.3. You shall be based in **Bangalore** but will serve the Company or any of its subsidiaries or associated companies in any location within or outside of India.
- 1.4. Your employment with the Company is subject to your providing documentary proof of your last drawn salary, educational qualifications and work testimonials if any, and is also conditional upon your being free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date.

2. Background Check

- 2.1. This offer of employment made in this Agreement is only valid and binding on the parties if SAP is, within its sole discretion, satisfied with the results of certain background and reference checks ("Checks") conducted by SAP in relation to you. In conducting these Checks, SAP may contact those individuals and companies whose details you have provided to us, as well as other third parties, to gather relevant information about you. SAP shall only use the information discovered as a result of the Checks in order to assess your suitability for employment by SAP. This may involve the transfer of your data to or from other countries. At all times, SAP will treat your personal data in accordance with the terms of its data protection policy. A copy of this policy will be made available to you should you request it. The results of the Checks will be confidential between SAP and the entity providing the information. The information gathered through these Checks will not be made available to you. In the event that the information resulting from these Checks is, in SAP's sole discretion, unsatisfactory, SAP may withdraw this offer of employment. By signing this employment contract, you are indicating your consent to SAP conducting the Checks, obtaining the information envisaged by this paragraph and obtaining and processing the data as indicated in this Agreement.

3. Total Rewards

- 3.1. Your annual Total target cash on joining SAP Labs India Pvt. Ltd is **INR 4,750,000.00** and a sign-on bonus of **INR 200,000.00**. Below is the break-up of your Total Target Cash and other benefits that are available to you.

	Cash Components	INR per annum
	Basic Salary	1,278,765.60
(A)	Flexible Components	2,374,850.40
	Benefits Allowance	119,608.48
	Retirement Benefits:	
	Provident Fund	153,451.87
	Gratuity	61,508.63
	Superannuation (Optional)	191,814.84
	Total Fixed Pay	4,180,000.00
	Variable Pay (% of Total Target Cash)	570,000.00
	Total Target Cash (Total Fixed Pay + Variable Pay)	4,750,000.00
	Additional Sign-On Bonus	200,000.00
	Total Target Cash + Sign-On Bonus	4,950,000.00
	Benefits*	INR per annum
	Free Meals provided on campus	13,200.00
(B)	Free Transport for office commute	42,000.00
	Life Events (Birthday Gift)	2,000.00
	OwnSAP#	185,199.99
	Wellness Cover for Employee	5,000.00
	Higher Education Policy##	500,000.00
	Cost of Benefits (Approximate)	747,399.99
	Cost to Company (A + B)	5,697,400.00

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**The employee benefits listed above are available only during active employment with SAP. These cannot be encashed or modified. SAP reserves the right to withdraw or alter the benefits at any time without prior notice to the employee. The values attributed to the benefits are arrived on an estimated value and are subject to change at sole discretion of SAP Management.*

***Relocation benefit is based on eligibility and reimbursed on actuals up to the defined limit. Relocation is applicable only at the time of joining SAP.*

#OwnSAP is a share purchase plan wherein company contribution is subject to employee participation in the program and the company contribution amount varies based on Fixed Pay and employee contribution percentage.

##Higher Education Policy can be availed as per eligibility defined in the policy, once in three years of employment.

In addition to the above compensation components and best-in-class benefits, SAP offers **FlexBen** program, which allows you to choose your benefits as per your needs.

You will also be eligible for other company provided benefits like medical, accident and life insurance, paid leaves, parental benefits, personal loan, etc. as per the prevailing company policy.

Variable pay:

- 3.2 You will be eligible for a variable pay plan applicable to your role, as per the policy for a full year's service or pro-rated as the case may be, in case you have joined the Company on or before 30th November of the fiscal year. The variable pay plan applicable to your role is paid in the first quarter of the following year. The payment of variable pay is subject to the condition that you are in employment of the Company as on 31st December of the eligible variable pay plan year.
- 3.3 The timing and quantum of variable pay - will be at Company's discretion and will be based on the overall profitability of the Company as well as your individual contribution. Details of the performance variable pay plan for your position will be provided on commencement.
- 3.4 The sign-on bonus of INR 200,000.00 will be paid along with the first month's salary. In the event if you leave SAP anytime within two years from the date of hire, SAP will recover the entire sign-on bonus payout immediately. By your signature on this Employment Contract, you authorize SAP to set-off entire sign-on bonus amount from any severance and/or other final pay you receive upon termination of employment.

Salary reviews are based on work performance and granted on merit as per the company policy in force.

Please refer to the enclosed "Annexure" for details of compensation, benefits, flex work and terms of this offer. We would appreciate your confirmed acceptance of the above by signing and returning us the duplicate copy of this letter.

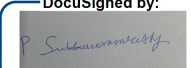
Yours sincerely,

For SAP Labs India Pvt. Ltd.

Shweta Mohanty
Head of Human Resource, India
SAP, India

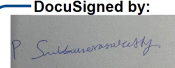
Sabish Kovath Bhaskar
Manager, Local HR Services India
HR Service Centre, SAP, India

I accept the terms & conditions of service outlined above

DocuSigned by:

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Subbanarasa Reddy Puttana

Date: 12-Apr-2022 | 16:53:43 CEST

Place: Bangalore

DocuSigned by:

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12 April 2022

Subbanarasa Reddy Puttana

SAP Labs India Pvt. Ltd.

Re: EXTERNAL JOB TITLE

Dear Subbanarasa,

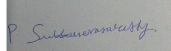
This letter serves to confirm your external job title as Senior Developer.

Please note that your employment terms and condition remains as per your employment contract.

We thank you for your contribution and commitment to ensure success for SAP.

Yours sincerely

SAP HR Service Centre APJ

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Annexure – Terms and Conditions

1. Probation

- 1.1 You shall serve a probationary period of **six** months from the date of joining. Upon satisfactory completion of a formal performance appraisal, you shall be confirmed in the permanent establishment of the Company.
- 1.2 The Company reserves the right to either extend the probationary period or invoke Clause 8.4 of this contract in the event your performance is not up to the expectations.
- 1.3 Unless your probationary period is specifically extended by the Company in writing, your services shall be treated as confirmed on completion of the probationary period and upon satisfactory completion of a formal performance appraisal. Either the Company or You may at any time terminate your employment during the probationary period by providing a prior written 4 weeks' notice or in lieu thereof a sum equal to the amount of salary which would have been accrued to you during the notice period.
- 1.4 Leaves during your probationary period is subject to the prior approval from your line manager/supervisor unless it is a case of emergency. However, you shall keep your manager informed and take necessary approval for leave. Approval of the leave will be at the discretion of your manager/supervisor.
- 1.5 The provisions of the Probation clause will not be applicable to an employee transferred or deputed from any of the SAP entities within India or outside as part of the continuous employment, if an employee has already completed the probationary period in any of the SAP entities as part of the then employment contract.

2. Performance of Duties & Conflict of Interest

- 2.1 You shall always be required to carry out such duties and responsibilities as may be assigned to you by the Company and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavoring to the best of your ability to protect and promote the interests of the Company.
- 2.2 You shall not, except with the written permission of the Company, engage directly or indirectly in any other business, occupation or activity, whether as a principal, agent or otherwise, which will be detrimental, whether directly or indirectly, to the Company's interests.
- 2.3 You shall keep strictly confidential details of your salary and employment benefits within and outside the company.

You shall not disclose or divulge any confidential information related to the Company's business or its customers which may come to your knowledge or possession during the tenure of your employment, and which should not be disclosed or made public save in the course of the proper execution of your duties.

- 2.4 You undertake not to make copies or duplicates of confidential or sensitive property or material including but not limited to keys, access cards, diskettes, photographs or such other proprietary information relating to the Company's business.

3. Annual Leave

You shall be eligible for annual leave and public holidays as per the company's then prevalent leave policy.



4. Working hours

Your normal working hours are 8:00 a.m. to 5:00 p.m. from Monday to Friday with an hour lunch break per day. Upon any change of the Company's working hours, your working will be rescheduled accordingly. You shall be expected to devote as much time as required for the proper discharge of your duties to the Company, and to the best of your ability, to seek, to safeguard the interests of the Company at all times.

Further, you may require to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the then prevalent "Shift Work Policy" of the company.

5. Flex Working

SAP believes in building the future of work through our Pledge to Flex, enabling you to run at your personal best. We believe in building a fully flexible and a trust-based workplace as a norm, and not as an exception. With over 100,000 employees globally, we understand that there is no one size fits all model to flex working and thus have created multiple Flex location & Flex time scenarios. Our approach to flex working maintains a balance between your individual flex work preferences and customer/business/team requirements. Flex work decisions are taken at a team level between the employee and their manager in the context of Line of Business. In case you have any specific requirement for flex working, please ensure that you have an explicit conversation with your hiring manager prior to accepting the offer. The agreement on the flex working model should be documented over an email prior to your date of joining. Your benefits will be aligned to your flex work arrangements. We strongly advise you to review the policy and ensure compliance with the same at all times.

6. Intellectual Property Rights

The Company retains ownership of the intellectual property rights relating to inventions, patents and copy rights concerning work undertaken while in the employment of the Company and you shall cooperate fully in transferring, registering or in anyway securing such rights for the benefit of the Company and/or defending such rights as may be required of you by the Company.

7. Taxes

The Company shall not bear any personal income tax on salary, allowances or benefits paid or deemed to be paid to you.

8. Termination of Employment

8.1 In addition to the provisions of termination provided elsewhere in this Appointment letter, the relationship between the Parties can be terminated as follows:

8.1.1 Either the Company or you may at any time terminate this agreement by giving in writing to the other party 2 months' notice or in lieu thereof a sum equal to the amount or pro-rated amount of Base salary which would have been accrued to you during the period or remaining period of notice.

8.1.2 During the probationary period, your employment will be liable for termination on 30 days' notice from either side without having to assign any reasons thereof

8.2 Accrued leave is not to be offset from the notice period except with the express written permission of the Company.

8.3 Availing leaves during the notice period will be subject to the company's then prevalent exit policy.

8.4 The Company shall have the right to terminate your employment without notice or payment in lieu thereof if:



- 8.4.1 You commit any material breach of any of your duties and responsibilities under this contract,
- 8.4.2 You are dismissed on grounds of misconduct which contravene the express or implied conditions of your employment,
- 8.4.3 You become insolvent or bankrupt, or are charged with any criminal offense which is prejudicial to the interests of the Company,
- 8.4.4 Your work performance is poor/unsatisfactory or not to the level of satisfaction which can encompass a variety of behavior that include, but not limited to:

- inability to complete work assignments or correct errors in a reasonable amount of time;
- inability (for whatever reason) or unwillingness to learn new tasks or skill or to work collaboratively; and
- inability to exercise good judgement

8.5 The Company is restricted from continuing to employ you by reason of any other legal incapability.

8.6 You undertake to return, in good working condition save for normal wear and tear, all property belonging to the company at the end of your employment and agree to reimburse the company for all losses if the property is lost or damaged.

9. Retirement

Employees will retire from the job on the last working day of the month during which they would attain 60 years of age. For this purpose, the official record of date of birth with the company will be the same as specified by the employee in the company application form at the time of joining.

10. Jurisdiction

Any dispute arising out of the employment terms of service shall be subject to the jurisdiction of a competent court in Bangalore.

11. Code of Conduct

11.1 The Company has its code of conduct which consists of all the company's policies, rules, regulations and guidelines pertaining to the benefits, rights, obligations of the employees (Code of Conduct) vis a vis the Company during the term of your employment with the Company.

11.2 Upon you signing the copy of the appointment letter you shall be bound by the Company's then prevalent Code of Conduct, which shall form an integral part of this contract.

The Company shall have the right to make a new policy in this regard, modify and or amend the Code of Conduct based on its current or future business necessities, statutory requirements or for any reason whatsoever. You are hereby made aware that, the above agreement to be bound by the Company's Code of Conduct shall include any amendments made to the above Code of Conduct or any other new policies of the Company which shall form a part of such conduct. A copy of such amendments, modifications, new policies will be sent to you before the same comes into force and on receipt of the same it shall be deemed that you have accepted such amendments, modifications and new policies and agree to be bound by it.

11.3 In the event of you committing a breach of any of the obligations imposed upon you under the Code of Conduct or any new policy of the Company the same shall be treated as a material breach and the Company reserves the right to terminate your employment without notice or compensation thereof as per applicable laws.



12. Responsibility of Foreign Nationals:

You shall be responsible to ensure that your requisite work and residence permit is valid and legal as required by the applicable Rules and Regulation set forth by Government of India from time to time. Failing to maintain the requisite work and residence permit at all/any time(s) during the employment period with SAP shall lead to termination of employment.

13. Dress Code

The Company requires you to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. You shall comply with the Company's then prevalent workplace-appropriate attire and grooming Policy as provided to you from time to time.

14. OWNERSHIP AND COPY RIGHTS OF THIRD PARTIES

14.1 You acknowledge and agree that any Confidential Information of your employer and/or SAP, which has been or will be disclosed to you during your employment, is and will remain the exclusive property of your employer and/or SAP, and will be held in trust by you for the benefit of your employer and/or SAP. No license under any patent and/or copyright, nor any right with respect to the Confidential Information other than expressly set out herein, is granted to you under this Statement by implication or otherwise. You undertake to return such materials to SAP upon request without delay and/or, at SAP's choice, to destroy any copies thereof and to confirm such in writing towards your employer.

14.2 You undertake to respect the rights, especially the copyrights, of third parties. Unless the copyright holder or your employer has given its explicit approval for the respective use, you shall not use or modify third party software or materials in any way.

14.3 You undertake not to disclose copyright protected materials of third parties. In addition, you shall not keep or store any such information on the premises or on systems owned and/or operated by or on behalf of your employer, without permission and/or as legally required.

15. Relocation

Relocation assistance will be provided as per the then prevalent SAP Relocation Policy to new hires who relocate from their current base location to a new SAP work location within India.

In case of new hire relocations, transfers from overseas SAP locations/entities and SAP initiated transfers within India, the company reserves the right to seek refund of relocation expenses from the employee in case they resign or terminated within 12 months of relocation.

For further details of the SAP Relocation Policy, please reach out to your recruiter or hiring manager.

16. Consent for use of Personal Information and Sensitive Personal Data or Information

You agree that during the course of your employment and thereafter SAP may be required to share your personal information with a third party who is bound by confidentiality obligations to SAP to run certain SAP's processes. By signing this offer letter you consent SAP to use your information including personal information for SAP's processes and share the same with such third parties with whom SAP has confidentiality arrangement.

17. Data Protection and Privacy Policy:

Protecting security and confidentiality of data is important to SAP. Therefore, SAP has decided to manage all major data protection task(s) with the help of a Data Protection Management System (DPMS) based on the Data Protection and Privacy Policy. You are requested to maintain absolute confidentiality and secure sufficiently the data made available to you by virtue of your



employment at SAP. You must be, at all times be aware of your responsibility with regard to the issue of Data protection and be proactive in exercising this responsibility.

Further, you agree to comply with Company's Data Protection and Privacy policy and ensure effective and appropriate level of data protection and privacy.

18. Alterations

The above terms may be modified by the Company from time to time in writing and such variations shall be binding on you.

CONFIDENTIALITY DECLARATION * SAP GROUP

PREAMBLE

In the course of your employment with SAP, you have committed yourself per your employment contract to treat confidential any confidential information to which you are being granted with access or otherwise gain knowledge of in the course of your employment.

Applicable statutory requirements have made it necessary to adapt this confidentiality agreement.

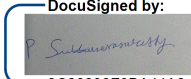
The following Confidentiality Declaration accommodates these applicable requirements. By signing this declaration, it will become part of your employment contract with SAP and thereby replace any former general, that means not project- related, agreements between you and SAP with regard to this topic.

CONFIDENTIALITY DECLARATION

In consideration of my employment within the SAP Group (SAP SE and its affiliates – hereinafter “SAP”) and disclosure by my employer or SAP of Confidential Information, I acknowledge the obligation to commit myself to confidentiality and hereby covenant and agree as follows:

1 CONFIDENTIALITY

- 1.1 The disclosure of Confidential Information is prohibited. The prohibition shall not apply if exempted as set out below by this employee Data Protection and Confidentiality Statement (hereinafter referred to as the “Statement”).
- 1.2 For purpose of this Statement, Confidential Information shall mean any information which SAP protects against unrestricted disclosure to other parties (whether orally, in writing or any other tangible form) and information to which I obtain knowledge during the course of my activities for SAP where the confidentiality results from the nature of the information or its circumstances. Consequently, Confidential Information shall mean any data that is identified as "Confidential" or "Proprietary" or which would otherwise ordinarily be expected to be confidential or proprietary, including but not limited to:
 - a) Technical information concerning products and services owned and/or distributed by my employer and/or SAP, including product know-how, methods, processes, formulas, designs, devices, diagrams, software code, test results, inventions, research projects and product development, technical memoranda and correspondence;
 - b) Information concerning trade- and business secrets of my employer and/or SAP, including cost information, profits, sales information, accounting and unpublished financial information, business plans and -strategies, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
 - c) Information concerning employees of my employer and/or SAP, including salaries, strengths, weaknesses and skills;
 - d) Information of my employer and/or SAP, or any of SAP’s customers, partners, suppliers, employees, consultants, co-venture partners or investment companies submitted for study, evaluation or use; or any other information not generally known to the public which, if illegitimately used or disclosed, could reasonably be expected to adversely affect the business of my employer or SAP;
 - e) any information that is protected by laws and regulations against unlawful use or disclosure (e.g. bank secrecy and telecommunication secrecy).
- 1.3 Information shall not be regarded as Confidential Information which:
 - a) had already been public knowledge prior to such information was disclosed to me;

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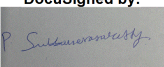
- b) was in my possession, known to or independently established by me, without an obligation to keep it confidential, before such information was disclosed to me by my employer and/or SAP or contractors of my employer or SAP;
- c) is or becomes public knowledge after such information was disclosed to me through no fault of mine, or
- d) is or becomes lawfully available to me from a source other than SAP which is not bound to a non-disclosure agreement by my employer and/or SAP.

It shall not constitute a breach of confidentiality if I must disclose Confidential Information in respect of a legal obligation to testify before a court or an administrative authority.

- 1.4 I shall keep all Confidential Information confidential and I shall not disclose any Confidential Information to any person other than authorized by SAP on a need to know basis and only for the purpose of fulfilling my duties for SAP. I undertake to disclose Confidential Information to third parties only with prior approval by SAP.
- 1.5 Should I become subject to a demand for discovery or disclosure of Confidential Information under legal process, I shall give SAP prompt notice of the demand prior to furnishing the Confidential Information demanded (unless otherwise prohibited by applicable law). I shall obtain or cooperate with SAP, at the expense of SAP, in seeking reasonable arrangements to protect the confidential and proprietary nature of the Confidential Information.
- 1.6 I am obliged to adhere to any applicable SAP Policy aiming to protect Confidential Information, including but not limited to SAP's Security Policy, Data Protection and Privacy Policy and the related standards, or any amendment or new version thereof.

2 DATA PROTECTION

- 2.1 I am obliged to observe confidentiality regarding personal data that I may have access to or otherwise gain knowledge of in the course of my employment, and to process and use them only as instructed by my employer for business functional purposes only (i.e. "Confidentiality" as set forth in Art. 5 para 1 lit. f, Art. 28 para 3 lit. b, Art. 29 and Art. 32 para 4 General Data Protection Regulation - GDPR).
- 2.2 I am prohibited from processing personal data without authorization. Processing comprises the collection, retrieval, recording, organization, structuring, storage, adaptation or alteration, consultation, use, the disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data. Accordingly, I'm obliged to
 - process personal data for no other purpose than the ones to legitimately fulfill my official business function,
 - to obey any legal and internal rules with reference to the treatment and protection of personal data, including all technical and organizational measures to protect the security of the processing and to avoid the destruction, loss, alteration, unlawful disclosure or unauthorized access,
 - use personal data I am entrusted with only to the extent necessary to fulfill my respective tasks or duties.
- 2.3 This obligation applies to any personal data I may get in contact with during my employment, irrespective of whether it relates to SAP customers, partners, consultants, employees or other third parties.

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CONFIDENTIALITY DECLARATION * SAP GROUP

3 PROFESSIONAL SECRETS

- 3.1 I acknowledge that during my activities for SAP I may obtain access to or knowledge about information of customers whose profession, due to relevant national laws, imposes a professional secrecy obligation upon them, and who are therefore subject to exceptional confidentiality. These may include physicians, lawyers, statutory auditors, tax advisors as well as hospitals, private health-, accident- or life-insurances or pharmacies.
- 3.2 When engaging service providers that will contribute in their professional services, such customers with a professional secrecy obligation must obey additional binding legal requirements aside from regular data protection obligations, which may derive from national professional- or penal law. One of these requirements is that service providers and their staff must be sworn to secrecy in a particular manner.
- 3.3 I acknowledge that, for legal reasons, I may be regarded as a person that contributes to the professional services of someone who bears a professional secrecy obligation, if and to the extent I will be granted with access to customer data which fall within the scope of such national professional- or penal laws ("Professional Secrets"). I have been informed and I am aware that
- relevant national law may make it an offense for a person to unlawfully disclose another's Professional Secrets that he or she was entrusted with in the course of their employment activity (e.g. in Germany sec. 203 para 4 sent. 1 German Penal Code or in France Article 226-13 French Code Penal),
 - I may claim a right to refuse to give evidence towards state or government institutions with regard to Professional Secrets and that I am obliged to exercise this right (e.g. towards government institutions in Germany according to sec. 53a of the German code of the criminal procedure).
- 3.4 I therefore undertake to obtain knowledge of Professional Secrets, to which I may be granted with access during my activity, only as much as is necessary to fulfill my contractual obligations under my employment. I undertake to treat these data strictly confidential and to protect them against disclosure by third parties.

4 TELECOMMUNICATIONS SECRECY

- 4.1 I acknowledge that during my activities for SAP I may obtain access to or knowledge about information which may fall within the scope of telecommunications secrecy due to relevant national telecommunications law, and who are therefore subject to exceptional confidentiality.
- 4.2 Telecommunications law may be applicable if SAP commercially provides telecommunications services, and when I may contribute in such telecommunication services and be granted with access to data which fall within the scope of telecommunications services in the course of my employment with SAP.
- 4.3 The telecommunications secrecy comprises the content of telecommunications and the detailed circumstances thereof, particularly the fact of whether a person is or has been involved in telecommunications traffic. The telecommunications secrecy also covers the detailed circumstances surrounding unsuccessful call attempts (together "Telecommunications Secrets").
- 4.4 I have been informed and I am aware that relevant national law may make it an offense for a person to unlawfully disclose Telecommunications Secrets that he or she was entrusted with in the course of their employment activity (e.g. in Germany sec. 88 Telecommunications Act or sec. 206 Penal Code, in Austria sec. 119 Penal Code and sec. 4 Telecommunications Act, in Switzerland Art 43 Telecommunications Act).

CONFIDENTIALITY DECLARATION * SAP GROUP

4.5 I therefore undertake to obtain knowledge of Telecommunications Secrets, to which I may be granted with access during my activity, only as much as is necessary to fulfill my contractual obligations under my employment. I undertake to treat these data strictly confidential and to protect them against disclosure by third parties.

5 GENERAL PROVISIONS

5.1 My obligation to confidentiality, data protection and regarding the use of Confidential Information shall remain in force after termination or expiration of my employment and/or my access to Confidential Information.

5.2 This Statement expresses the complete understanding of the parties with respect to safeguarding confidentiality and data protection and supersedes all prior general, that means not project- related, proposals, agreements, statements, representations and understandings. Amendments to this Statement must be in writing in order to be effective.

5.3 The failure to exercise any right provided in this Statement shall not be a waiver of prior or subsequent rights.

5.4 I am aware that any misappropriation of any of the Confidential Information in violation of this Statement or applicable law may cause reputational damages or legal consequences for my employer and/or SAP. I acknowledge that any violation of this Statement may result in disciplinary action up to and including dismissal from employment as well as personal liability. Furthermore, it may lead to an administrative fine or, in case of a violation of applicable data protection-, unfair competition- or penal laws to criminal penalties or imprisonment. The breach of a Professional Secret may result in criminal penalties or, depending on the circumstances of the breach, imprisonment (e.g. in Germany up to a year, and if the breach occurred for money or with the intent to enrich or harm someone, up to 2 years or punitive fine).

5.5 If any term or provision hereof is or may become invalid or unenforceable, the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect. The invalid or unenforceable term or provision shall be replaced by a term and provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision. If the Statement proved to be incomplete, a provision shall apply which matches the sense and purpose of the Statement and, in case of its consideration, would have been agreed.

FOR THE EMPLOYER

Shweta Mohanty
Head of Human Resource, India
SAP, India

NAME

DATE

SIGNATURE

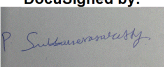
FOR THE EMPLOYER

Sabish Kovath Bhaskar
Manager, Local HR Services India
HR Service Centre, SAP, India

NAME

DATE

SIGNATURE

DocuSigned by:

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CONFIDENTIALITY DECLARATION * SAP GROUP

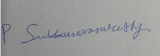
FOR THE EMPLOYEE

Subbanarasa Puttana

NAME

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DATE

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SIGNATURE

PRIVATE & CONFIDENTIAL

Appendix 1: EMPLOYMENT RESTRICTIONS

This Appendix forms part of and is effective as of the date of your employment contract with SAP.

1) NON COMPETITION – EMPLOYER’S COMPETITORS

During your employment and for the Restricted Period after termination of your employment, you will not, without the prior written consent of SAP:

- i) Accept employment or otherwise be retained by SAP’s Business Competitors or otherwise engage in activities that are indirectly competitive with SAP’s business, products or services (whether actual or anticipated) within the Geographic Area.
- ii) Accept employment or otherwise be retained by SAP’s Business Competitors or otherwise engage in activities that are directly competitive with SAP’s business, products or services (whether actual or anticipated) within the Geographic Area.
- iii) Accept employment or otherwise be directly or indirectly involved with or provide services to any business where the nature of the role is to assist or has the potential to assist the business to operate in competition with SAP’s business, products or services (whether actual or anticipated) within the Geographic Area.

2) NON SOLICITATION OF CUSTOMERS AND PROSPECTS:

Except with the prior written consent of SAP, during your employment with SAP and for the Restricted Period, you will not directly or indirectly either for yourself or for any other business or person, solicit, call upon, attempt to solicit or attempt to call upon any of the customers or prospective customers of SAP, and you will not accept any business from such customers or prospective customers of SAP for yourself or for any employer during such period. The said restriction shall apply only within the Geographic Area and for products and services in direct competition with products and services offered by SAP.

3) NON SOLICITATION OF OTHER EMPLOYEES

Except with the prior written consent of SAP, during your employment with SAP and for the Restricted Period, you will not solicit or have any discussions with any employee of SAP concerning employment for any business other than with SAP, and you shall not induce or attempt to influence any employee of SAP to terminate his or her employment with SAP.

4) ADJUSTMENTS OF RESTRAINT

If the Restricted Period or Geographic Area of any provision of this Appendix is deemed by a court of law to be unreasonable, you agree that the Restricted Period and or Geographic Area for such a restraint will be deemed narrowed to the broadest terms permitted by applicable law and will be enforced as so narrowed.

5) EXTENSION OF RESTRAINTS DURING PERIOD OF VIOLATION

If you breach any of the terms of this Appendix, you agree that the period of the restraint shall not run during the period of violation and will recommence following your compliance with the terms of this Appendix. You acknowledge and accept that the purpose of this clause is to give SAP the protection of the restraint for the full agreed-upon duration.

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6) SEVERABILITY

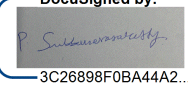
If any one or more of the provisions or part(s) thereof in this Appendix shall for any reason be deemed by a court of law to be invalid, such invalidity shall not affect any other provision(s) or part(s) thereof, of this Appendix. The undertakings in this Appendix are separate, distinct and severable. If any part of this Appendix is deemed by a court of law unenforceable, it may be severed without affecting the remaining enforceability of the other clauses.

7) DEFINITIONS

For the purposes of this Appendix, the following terms shall have the following meanings:

- i) "Restricted Period" shall commence on the date of termination of employment and shall continue until the greater of:
 - (1) For Clause 1(a)(i): 3 months
 - (2) For Clause 1(a)(ii): 6 months
 - (3) For Clause 1(a)(iii): 6 months where it is a direct involvement and 3 months where it is an indirect involvement
 - (4) For Clauses 2 and 3: 1 year
- ii) "Geographic Area" shall mean the greater of:
 - (1) The country of the employing SAP entity;
 - (2) ANZ Hub, including but not limited to Australia and New Zealand where your role relates to those two countries;
 - (3) South East Asia Hub, including but not limited to Malaysia, Thailand; Indonesia. Singapore, Vietnam, and Philippines where your role covers South East Asia;
 - (4) Greater China and China including but not limited to the People's Republic of China, Taiwan and Hong Kong where your role relates to those countries;
 - (5) India; Bangladesh and Sri Lanka where your role relates to those countries;
 - (6) Asia Pacific and Japan, comprising all of the above where your role is region-wide;
- iii) "Business Competitors" includes but is not limited to Oracle, Workday, NetSuite, Infor, Salesforce, IBM, HP, SAS, Teradata, Sage, Software AG. You should contact HR to obtain a current list of relevant Business Competitors as this may change from time to time and from region to region;
- iv) "business" includes any corporation, company, association, partnership, limited partnership or other entity.

I accept the terms and conditions outlined above.


.....
Subbanarasa Reddy Puttana

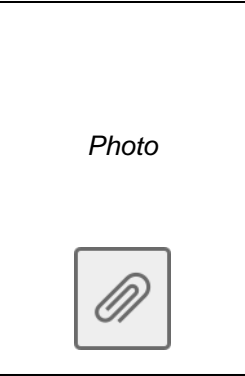
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Date



Photo ID requirement:

Background: White and non-reflecting
Only the person must be shown on the photograph
Portrait photograph: Frontal view, with no inclination or twist of the head
Minimum photo size of 640 x 480 pixels



India - Employee Portion - Strictly Private & Confidential

EMPLOYEE PERSONAL DETAILS			
Name:		Subbanarasa Reddy	
*as shown in AADHAAR card for IN nationals/Passport name for foreign nationals		First Name (Given Name)	
**Your Address book display name and SAP Email address will be generated based on your Firstname and Surname.		Last Name (Surname)	
Marital Status:	Married	Gender:	Male
Date of Marriage (dd/mm/yyyy):	29/08/2010	Date of Birth (dd/mm/yyyy):	18/03/1982
Nationality:	Indian	City of Birth:	Kodur
Passport No. (For Foreign Nationals Only):		State of Birth:	Andhra Pradesh
Passport Date of Issue:		Personal Email Address:	subbanarasareddy@yahoo.com
Passport Place of Issue:		Are you an Indian Permanent resident? (if applicable):	
Passport Date of Expiry:		Date of Issue of Permanent residency (if applicable):	
PAN No.:	ANDPP7394L		
Aadhaar Card Number:	310527398422		
UAN No.:	100363562986		
ADDRESSES			
PERMANENT ADDRESS: #A-406, SSVR Tridax Apt, Balagere Road, Devasthanagalu, Varthur, Bengaluru			
House no. / Street:			
Postal code:	560087	City / State / Region:	Karnataka
Home Phone No.:		Handphone no.:	9900505288
CURRENT MAILING ADDRESS: The mailing address will be used for the delivery of IT Equipment where applicable.			
House no. / Street :			
Postal code:	560087	City / State / Region:	Karnataka
Home Phone No.:		Handphone no.:	9900505288

FAMILY DATA: To update personal dependent data in HR System (only for personal records) . Please provide date of birth for your declared family members. This data may be needed for the benefit enrollment.

Relationship	First Name (Given Name)	Last Name (Surname)	Nationality	Date of Birth (dd/mm/yyyy)	Gender	Occupation/ Employer
Spouse:	Sujatha	Reddivari	Indian	23/05/1984	Female	House wife
Children:	Nikhil	Putthana	Indian	14-06-2011	Male	Student
Father: (Must)	Subbarami Reddy	Putthana	Indian	01/01/1954		
Mother:	Eswaramma	Putthana	Indian	01/01/1968		
Father-in-law:	Bhaskar Reddy	Reddivari	Indian			
Mother-in-law:	Manemma	Reddivari	Indian			

PERSON TO CONTACT IN CASE OF EMERGENCY

Name: Sujatha Reddivari

Relationship: Spouse

Contact No.: 9980742909

BANK DETAILS FOR SALARY TRANSFER

*Only local bank accounts with your own name are accepted for payroll disbursement

Do you have a bank account? Yes

*Name of Bank:

HDFC

*Account Payee Name:

SUBBANARASA REDDY PUTTANA

*Bank Account No.:

50100158264769

ACADEMIC QUALIFICATION

Name of Schools/Institutions & Country (Chronological Order)	From (dd/mm/yyyy)	To (dd/mm/yyyy)	Level Attained	Faculty (eg. Accounting/ Engineering/Marketing)
M.S Ramaiah Institute of Technology, India	01/08/2004	30/06/2006	Master	Engineering
RGM CET, Nandyal , India	01/06/2001	31/04/2004	Bachelor	Engineering

NAME OF FORMER EMPLOYER

Name of Company (Latest Employment)	From (dd/mm/yyyy)	To (dd/mm/yyyy)	Designation	Department
CGI Information Systems and Management Consultants Pvt. Ltd.	16/05/2016	10/06/2022	Manager Consultant	HR Expert

DECLARATION

I certify that all statements made on this application are true and complete to the best of my knowledge and that any misrepresentation or omission is sufficient grounds for discharge. I also authorize any investigation of the above information for the purpose of verification.

DocuSigned by:

Name and Signature:

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Date:

Version 01/2022 | PUBLIC

GLOBAL CODE OF ETHICS AND BUSINESS CONDUCT FOR EMPLOYEES

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1 INTRODUCTION:
A MESSAGE FROM OUR CEO

Win the Right Way

Dear Colleagues,

In the past few years, the world has faced exceptional challenges, uncertainties, and complexity. The way we live, the way we do business, and the way we work has been profoundly affected. Technology has become crucial to handling these challenges and changes.

This fast rate of change has increased the focus on building and maintaining trust as the foundation for growth and innovation. As such, the interplay between technology and trust will be one of the key drivers of economic growth in the future.

TRUST MATTERS.

Being a trusted partner for our customers, partners, suppliers, and colleagues has always been at the heart of our business, but in today's uncertain environment, it is more important than ever.

At SAP, we always undertake our business efforts with integrity. Our Global Code of Ethics and Business Conduct for Employees is our guide, and helps us protect our colleagues, business, reputation, and ecosystem. It demonstrates that SAP is committed to the highest standards of ethical business and that we expect the same high standards from our partners and suppliers.

It is upon each and every one of us to uphold these standards, adhere to this Code, and speak out if or when we feel something is not right. Our global team of ethics and compliance experts is here for you, to provide the support and guidance needed to make strong, ethical, and compliant choices.

LET'S WIN THE RIGHT WAY.

Best regards,



Christian Klein

Chief Executive Officer and Member of the Executive Board of SAP SE

2 OUR VALUES AND CULTURE

Purpose Delivers Promise

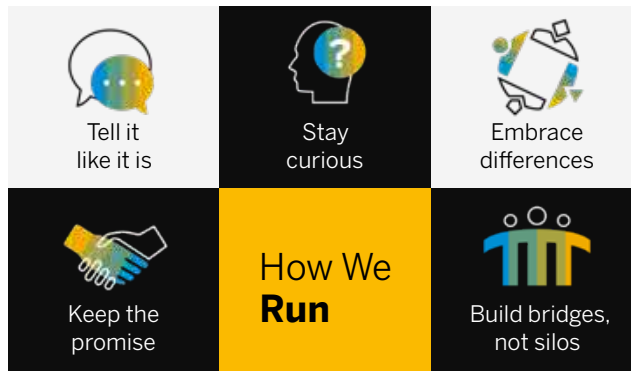


At SAP, our purpose is to help the world run better and improve people's lives. This allows us to deliver on our promise to innovate and help our customers run at their best. We do this by conducting our business activities with integrity – using our global resources and reach to help economy, society, and the environment prosper.

We are respectful and inclusive of our people and our stakeholders, always aiming to make a positive impact on those societies in which we work. We strive for sustainable growth while protecting our environment.

To that end, we do not compromise our values and our commitment to ethical business. This Global Code of Ethics and Business Conduct for Employees ("Code") provides us with the necessary guidance so that we can act with integrity. By making the right choices, based on facts and reason, we build trust with our people and stakeholders together, enabling us to fulfill our purpose and promise.

2.1 Our “How We Run” Behaviors



Our company culture inspires ethical business practices through our established “How We Run” behaviors. These behaviors help define how each of us at SAP can run at our best.

We are all accountable for our actions, behavior, and the way we conduct our business.

As employees, we can demonstrate our commitment to ethics and compliance by embracing our behaviors and ensuring that we:

- Act with integrity and encourage colleagues to do the same.
- Familiarize ourselves with and act in accordance with our policies and guidelines, including this Code.
- Seek help and guidance on matters of compliance – from our manager, HR, Global Legal, or the Office of Ethics & Compliance (OEC).
- Raise concerns over situations relating to potential noncompliance by using our reporting channels. For further information about reporting channels, see the [“Speak Out”](#) section of this Code.

If you are a leader, you play a special role in modeling these behaviors to inspire and support employees in creating a foundation of trust.

We need our leaders to do what's right, making SAP better for generations to come:



3 ETHICAL BUSINESS AND YOU

Do the Right Thing

3.1 Ask Yourself

We rely on you and our ecosystem – including customers, partners, and suppliers – to assess every decision and ensure that every action made on behalf of and related to our organization is legal, fair, and compliant with our policies and guidelines, this Code, and any law or regulation.

This Code helps guide your conduct as you do business at SAP. Many of the principles described in this Code are general in nature. The Code cannot cover every situation that may arise. It is a starting point and not the exclusive source of information regarding how we conduct business.

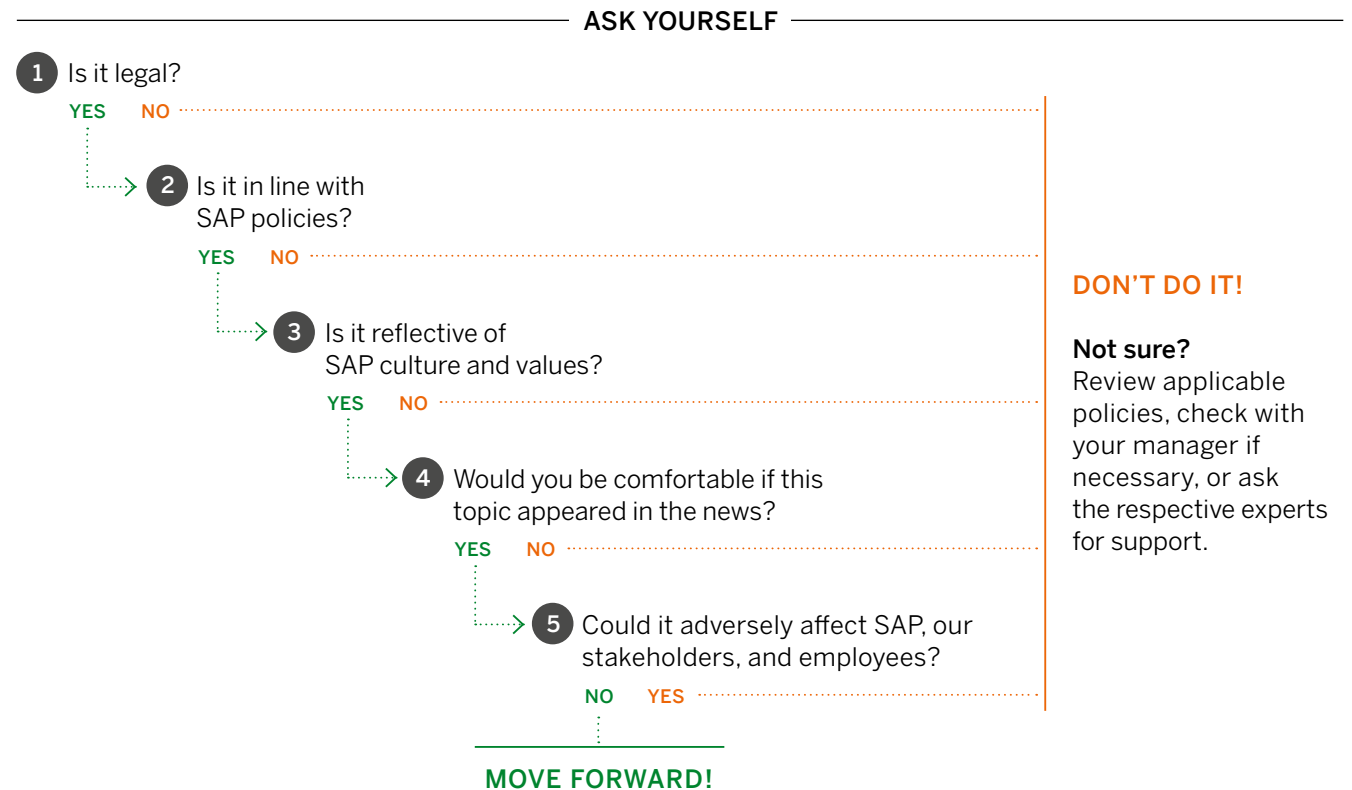
It is our duty to familiarize ourselves with all applicable SAP policies and other governance documents as they provide detailed guidance.

Use common sense and good judgment in applying this Code. If you have any questions about the Code and its application, it is your responsibility to always seek support from one of the resources provided.

If at any time you are unsure of the best course of action, ask yourself these questions to determine the right steps to take:

POLICIES AND GUIDELINES

[SAP One /go/globalpolicies](#)



3.2 Speak Out

Prevention is best; however, if something does go wrong, we count on you to speak out. We rely on you and our ecosystem to report any actual or potential misconduct of which you may become aware.

We can fix a problem only if we are aware of it. The earlier we learn about an issue, the greater the chances to mitigate potential harm to SAP, our employees, and those doing business with us.

If something doesn't feel right, look right, or sound right, it probably is not right. We encourage you to speak out.

We recommend discussing with your management and your Office of Ethics & Compliance (OEC) Field Compliance Officer and report any serious SAP-related compliance concerns using the various reporting channels that SAP provides (see section 3.2.1).

Concerns can also be raised with the Global Ombuds Office (ombudsperson@sap.com).

3.2.1 REPORTING AN ISSUE

Report any serious compliance concerns relating to the Code or any laws and regulations – in good faith, confidentially, and if desired, anonymously – using our [Speak Out at SAP](#) tool. 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 ask you to provide as much information as possible when making a report. Mere rumors are not sufficient; however, actual proof of wrongdoing is not necessarily required.

You can also use the following **additional reporting channels**:

Office of Ethics & Compliance (OEC)

Unified Ticketing: [Create a ticket](#)

Your local Field Compliance Officer:

SAP One [/go/ethicalbusiness](#)

Post: Office of Ethics & Compliance, SAP SE

Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany



Global HR Compliance Office

E-mail: HRcompliance@sap.com

Post: Global HR Compliance Office, SAP SE
Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany

If you have a concern relating to a particular topic managed by a specific area of our business, you are always free to reach out to the respective department directly. A list of department-specific contact channels is available on SAP One at [/go/speakout](#).

“Our ability to deliver great business outcomes and experiences and drive positive impact is underpinned by the trust our customers, partners, suppliers, and colleagues place in us.”

Christian Klein, Chief Executive Officer and
Member of the Executive Board of SAP SE



3.2.2 YOUR REPORT MAKES A DIFFERENCE

SAP is committed to thoroughly assessing every report and, where appropriate, conducting careful, objective, and professional investigations of the matter by the respective expert departments (for example, Office of Ethics & Compliance (OEC), Internal Audit, Global HR Compliance). Where appropriate, we will carry out consequence management and apply acquired insights to further strengthen our policies, processes, and controls.

When we carry out an investigation, we require your full cooperation to help resolve a matter.

Investigations may result in consequences related to employment law and external investigations, action in the civil courts, or criminal prosecution.

3.2.3 SAP PROTECTS YOU

We know that it can take courage to report an issue. You may ask yourself the following questions: Is what I am observing really wrongdoing? Will I face consequences if I report? Is it worth it?

SAP does not tolerate any form of retaliation against those who raise concerns in good faith to help protect and prevent damage to SAP. We have various safeguards in place to protect confidentiality of any report made through the reporting channels provided.

For example, we strictly limit access to these reports to a small number of specifically trained and authorized experts. Should any forms of retaliation occur despite our precautions, we ask that you report them. We can draw on additional robust procedures to address your protection.

We equally do not tolerate any personal or false attacks aimed at specific individuals. Dishonest, bad faith, or otherwise abusive reports are prohibited and may result in disciplinary action.

INCIDENT REPORTING

www.sap.com/speakout

[SAP One /go/speakout](#)



4 ENSURING TRUST IN THE WORKPLACE

We Strive to Foster Trust

4.1 Diversity and Inclusion, Anti-Discrimination, and Anti-Harassment

4.1.1 DIVERSITY AND INCLUSION

SAP behaviors reflect our values and inspire appreciation for all aspects of diversity and inclusion.

At SAP, every person must be treated with dignity and respect. We proactively promote diversity, inclusion, and social justice and work to ensure that our workforce reflects gender parity and the demographics of the regions where we have employees. We commit ourselves to be respectful, professional, compliant, inclusive, and healthy and to foster employee engagement, spark innovation, and drive customer success.

The Global Diversity & Inclusion Office is at hand for any related questions.

4.1.2 ANTI-DISCRIMINATION AND ANTI-HARASSMENT

We embrace and encourage different perspectives. We are made stronger by our unique combination of diverse characteristics, including but not limited to, culture, race, ethnicity, age, gender, sexual orientation, gender identity or expression, physical or mental ability, and different work-life situations. We make every effort to ensure that all stages of the employee lifecycle are inclusive to enable employee success, hold leaders accountable, and build a diverse environment – both internally and among our ecosystem.

Our priority is to provide a work environment where employees, suppliers, customers, and partners can be confident that their integrity, dignity, rights, health, safety, and well-being are valued and respected. Therefore, we commit ourselves to a workplace free from discrimination, harassment, bullying, mobbing, or retaliation.

As exemplars for our “How We Run” behaviors, we all must act as role models.



We encourage you to report to the Global HR Compliance Office any concern or behavior that is inconsistent with our values and the regulations outlined in the SAP Global Anti-Discrimination Policy.

MORE INFORMATION

[SAP Global Anti-Discrimination Policy](#)

4.2 Healthy Organization

SAP's purpose to make the world run better and improve people's lives includes caring for the health and well-being of everyone at SAP.

Conditions in which people live up to their full potential are mainly defined by an organization's leadership style and working culture. We believe that there is no organizational health without individual health. SAP and our leaders take ownership for workplaces and a caring culture that fosters physical health, safety, and mental well-being, while all employees are empowered to take care of their individual health.

We encourage you to get involved and shape our caring culture and working conditions by using feedback opportunities to "Tell It Like It Is" and help us improve where needed. Our success is tracked in the Business Health Culture Index (BHCI) (annual #Unfiltered employee survey) and the Stress Satisfaction Score (biannual Future of Work Pulse).



The Global Health & Well-Being organization, together with strong partners in Global Real Estate & Facilities, Occupational Safety, Total Rewards, Personal Security, SAP Learning, and HR Global Service Delivery teams, provide the information, education, and support to foster a healthy working culture and a supportive environment for all

employees. In doing so, we enable the entire organization to be a role model for safe, healthy, and sustainable people management.

MORE INFORMATION

[Global Health and Safety Policy](#)

4.3 Conflicts of Interest

4.3.1 PERSONAL CONFLICTS OF INTEREST

We respect your personal interests and your private life. We also expect that you are loyal to our company and act in the interest of SAP. If your private or financial interests or relations collide with those of SAP or may be perceived to collide with SAP's interest, a potential conflict of interest arises.

Potential conflicts of interest can arise from many situations.

Even the appearance of a conflict of interest can be problematic and must be avoided at all times. You are responsible for disclosing any potential conflicts of interest, actual or perceived, as early as possible or as soon as you become aware. Seek advice and, if warranted, approval from the Office of Ethics & Compliance (OEC). If any material changes occur after approval – for example, the duration or tasks of any secondary activities change or the amount of investment increases – you must proactively report these changes for further review and approval.

While there is no exhaustive list of such situations, potential conflicts of interest typically arise from the following scenarios.



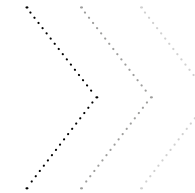
CONFLICTS OF INTEREST – PERCEIVED OR ACTUAL



SAP



Secondary Activities
External Boards or Advisory Positions
Personal Relationships
Financial Investments



PERSONAL

4.3.2 SECONDARY ACTIVITIES

A secondary activity, whether paid or unpaid, must not negatively impact either your ability to work for SAP, or your performance. Prior to starting a secondary activity outside of SAP, you must ensure that there is no conflict of interest. Refer to SAP One to determine whether a formal secondary activity declaration is required for your country and the process for reporting. If no specific process is required, report your secondary activity to your manager and the Office of Ethics & Compliance (OEC).

Secondary activities for competitors

Any activity for an SAP competitor is prohibited. This includes, but is not limited to, secondary employment and any other activities such as assuming any board seat, advisory, or supervisory role; performing any marketing or sales activities for competitors or their products and services; or working as an independent party in a contract, as a consultant; or in any other capacity for a competitor. You must not function directly or indirectly or carry out any activity that assists in the marketing or sale of products or services of a competitor

of SAP. A competitor is not limited to multinational technology companies; any entity, of any size, can be a competitor if it provides similar software or services to anything provided by SAP. The OEC determines who is classified as a competitor, in alignment with other relevant functions.

Secondary activities for you or your family

You should use caution when you or any family members engage in your own business activities if they are closely related to SAP's business. You must always ensure that these activities do not conflict with the rightful interests of SAP and adhere to these requirements:

- While working at SAP, you must not pursue business that conflicts with the interests of SAP.
- You must not directly or indirectly exploit any business opportunity available to SAP for your own benefit or the benefit of others.

If you develop or sell your own or third-party products, or perform services where SAP offers or is planning to offer similar products or services, you must get prior written approval from your manager and the OEC.



Secondary activities for customers, partners, and suppliers

We discourage any secondary activity for an SAP customer, partner, or supplier. If you want to pursue such an activity, you must get prior written approval from your manager and the OEC. The OEC determines whether the activity falls within SAP's best interests.



4.3.3 BOARD OF DIRECTORS, CORPORATE OFFICER, OR ADVISORY POSITIONS WITH OTHER COMPANIES

Positions as board directors, corporate officers, or consultants are considered a secondary activity and require prior written approval from the Office of Ethics & Compliance (OEC). Any activity that involves decision making or advisory services, or that is linked to a role within a supervisory body for an SAP customer, partner, or supplier is discouraged and is reviewed with scrutiny by the OEC. If the OEC grants approval, your additional role must not affect your loyalty to SAP. You must excuse yourself from voting in decisions that

directly or indirectly result or could result in an actual or perceived conflict of interest in terms of your loyalty or preferential treatment towards SAP. If the company becomes a competitor and its status or relationship with SAP changes, you must immediately resign from the position.

Positions with a competitor

You are prohibited from joining the board of directors or holding a position as a corporate officer or an advisor within a competitor of SAP because this directly harms SAP's interests. This also applies to any company that promotes or markets products and services for a competitor of SAP. The

OEC determines who or what is classified as a competitor in alignment with other relevant functions.

Positions with a customer, partner, or supplier

Regardless of your position at SAP, you must obtain prior written approval from your manager and the OEC before accepting a board of directors, corporate officer, or advisory position with a customer, partner, or supplier of SAP. The OEC determines whether the activity is within SAP's interests.

4.3.4 PERSONAL RELATIONSHIPS

It is generally accepted that your family and close personal contacts (for example, good friends) can work for SAP, our customers, partners, suppliers, and competitors. Be aware, however, that such circumstances can lead to personal conflicts of interest.

Personal relationships that might affect the interests of SAP and its employees

Your family and close personal contacts may be employed by SAP if there is no actual, possible, or perceived conflict of interest. For that reason, we adhere to the following:

- Neither direct nor indirect disciplinary reporting lines between family members or close personal contacts are permitted. If such a situation arises, one party may be required to change jobs within SAP.
- Family members and close personal contacts must not participate in business or employment decisions that may benefit or damage the other employee. This includes hiring, evaluations, promotions, compensation, work assignments, and disciplinary actions, for example.

Report to HR and the Office of Ethics & Compliance (OEC) any situations that affect you and that could be perceived as a personal conflict of interest so that appropriate steps can be taken to protect you, SAP, and the employees involved.

Disclose to HR and the OEC any situations that affect you where there is a family relation, life partnership, or close personal connection between you and a senior leader (that is, for the purposes of the Code, a T4-level people manager or above) to avoid even the appearance of preferential or disadvantageous treatment.

Personal relationships with customers, partners, suppliers, and competitors

If your family and close personal contacts work, or seek to work, for a customer, partner, supplier, or competitor of SAP, you must make certain that these relationships do not exert any undue influence. In particular, you must not share confidential information or allow them to impact your objectivity in the decision-making process.

Occasionally, it may happen that you will interact with family members or close personal contacts who work for an SAP customer, partner, or supplier. This collaboration can occur, for example, during sales negotiations, consulting projects, and procurement. This is a conflict of interest for you, your family member, and your close personal contact at the customer, partner, or supplier. Many of these third parties include a conflict-of-interest clause in their contracts, and you are obliged to notify them of any potential conflict of interest. It is therefore mandatory for you to disclose such relationships immediately to your manager and to the OEC. You must also never use your influence to secure a job at an SAP customer, partner, or supplier for a family member or close personal contact, regardless of how the person became aware of the position. The required recruitment procedures of the SAP customer, partner, or supplier must be followed.

4.3.5 FINANCIAL INVESTMENT IN OTHER COMPANIES

You must not have any financial interest in the businesses of customers, partners, suppliers, or competitors of SAP, where this could lead to a conflict of interest with SAP or create the appearance of such a conflict. A conflict of interest relating to a financial interest is present especially if:

- Within the context of your employment at SAP, you have influence on SAP-related decisions regarding a customer, partner, supplier, or competitor that could potentially be used for personal financial gain.
- You have a capital stake in an SAP customer, partner, supplier, or competitor that gives you influence on decisions made at the customer, partner, supplier, or competitor and that you potentially could use to gain a financial advantage.



We expect that you are loyal to our company and act in the interest of SAP.



4.4 Protection of SAP Assets

We all use various tangible and intangible SAP assets to help us perform our work. These assets are vital to support SAP business both internally and externally, and as such, you need to look after them and manage them appropriately. You must commit to guard against waste, abuse, or attacks on these assets and use them only for the purpose for which they were purchased in our business environment. Once assets are obsolete or no longer required, you must return the assets to SAP.

Always keep in mind that the assets belong to SAP and were purchased for business purposes.

Before ordering goods and services, make sure you have the necessary spending authority. You must order goods or services on behalf of SAP only for business purposes and to fulfill your work requirements. SAP does not permit ordering for private use or for use by family and close personal contacts.

If in doubt, contact the Global Security, Global IT Asset Management, or Global Procurement teams.

MORE INFORMATION

[SAP Security Policy](#)

[SAP Global IT Asset Management Policy](#)

[SAP Global Procurement Policy](#)

4.5 Internal Gift Giving

Giving a gift is a nice way to express appreciation and thanks to a person or group. However, gifts between colleagues or teams are considered private matters, and in general, you should not expect to be reimbursed. Exceptions are possible only for limited defined scenarios and with the approval of your manager and the Market Unit Chief Financial Officer (CFO).

MORE INFORMATION

[Global Guidance on Internal Gift Giving](#)

5 ENSURING TRUST IN OUR BUSINESS

We Follow the Law and Regulations



At SAP, we all have a personal responsibility to uphold and ensure the letter and spirit of our Code in our individual roles every day. It is important that we are aware of, and never intentionally violate, relevant laws and regulations. Violating relevant laws, regulations, or this Code, or encouraging others to do so, exposes SAP to risk, including risk to our reputation, and therefore may result in disciplinary action up to and including termination of employment.

Violations of laws or regulations may also result in legal proceedings and penalties including, in some circumstances, civil and criminal penalties that could affect us personally and professionally in addition to a risk of adverse consequences to SAP.

We all have a personal responsibility to uphold and ensure the letter and spirit of our Code.

5.1 Fraud

Our commitment to honesty and integrity demands that we prevent, counter, and investigate fraud wherever it occurs. Fraud can have a devastating effect on our company and our environment by destroying trust, resulting in significant financial loss and other long-term business repercussions. Fraud is misrepresenting or concealing the truth to cause a loss of property or money to another person or SAP. This may include, for example, theft of materials or supplies, falsifying expense claims, or improper reporting of financial transactions and resource allocation.

We expect you, as well as our partners, suppliers, and customers, to report immediately any instances of fraud, either suspected or actual, to the Office of Ethics & Compliance (OEC) or through other channels, such as Speak Out at SAP. This helps us to prevent losses and to reduce fraud in the future.

5.2 Organizational Conflicts of Interest

Organizational Conflicts of Interest (“OCI”) can arise when existing SAP relationships create an actual or potential conflict of interest for SAP on a government contract. It also can arise when the nature of the work to be performed by SAP creates a situation of actual or potential conflict of interest relating to another government contract that SAP has or is pursuing.

SAP may have access to a competitor’s cost or other proprietary information if that competitor is a subcontractor on a government contract, which could provide an unfair competitive advantage when competing on another government contract.

If SAP participates in a government procurement process that may give rise to an actual or potential OCI, you must consult both SAP Global Government Affairs and the Office of Ethics & Compliance (OEC) for advance review and approval of the bid. Although an OCI may exist, participation in procurement is possible if the government contracting officer agrees that sufficient actions are undertaken to



avoid, neutralize, or mitigate the actual or potential OCI, and that has been properly documented. If you are concerned that a potential OCI may exist, you must report this concern to the OEC.

5.3 Bribery and Corruption

We Win the Right Way!

We have zero tolerance for all forms of bribery and corruption. We will forgo business opportunities rather than pay bribes or facilitate corruption.

This approach is fully supported by the SAP Executive Board and the senior leadership team.

5.3.1 GENERAL INFORMATION AND PROVISIONS

We observe all applicable anticorruption treaties and laws of the countries in which we do business.

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 our integrity and independence. They can also create a conflict of interest (or the appearance of impropriety) and even violate laws.

This means that you may not offer, promise, receive, or give anything of value to improperly influence decision making or an action. This requirement applies not only to every one of us at SAP but also to individuals and companies working with or on behalf of SAP, including those with close personal connections to the recipient.

The offering and acceptance of any benefits must meet the following **basic principles**:

- Serve a legitimate business purpose (that is, encourage or improve a business relationship) without the intention of an unfair advantage
- Observe the applicable Value Limits for country, format, and specific target group as published on SAP One
- Ensure adherence to all applicable laws and internal policies
- Be made in a transparent manner

Bribery may take many forms under the guise of common business or social practices. If you suspect potential bribery, you must respond in an appropriate manner as set forth in this Code. If in doubt, consult the Office of Ethics & Compliance (OEC).

We work closely with our ecosystem to achieve our goal of making the world run better. However, third parties can increase our risks particularly regarding corruption and bribery. To avoid any illegal act, all business transactions through a member of our ecosystem must be in full compliance with all applicable laws, rules, regulations, and policies. We depend on reputable business partners that behave fairly, ethically, and correctly in all business activities.

MORE INFORMATION

[Value Limits](#)

[SAP Supplier Code of Conduct](#)

[SAP Partner Code of Conduct](#)

5.3.2 MEALS AND INVITATIONS TO EVENTS

You may offer or accept meals and invitations to events, provided they meet the above-mentioned [basic principles](#).

When you offer meals and invitations to third parties, you must adhere to the policies for business events and hospitality.

The event type (on-site or virtual, business, or hospitality); the invited guests (government officials, special guests, and accompanying persons); and timing (parties in a competitive bid or sales cycle) influence whether the meal or invitation is allowed.

MORE INFORMATION

[SAP Global Business and Hospitality Event Policy](#)

[SAP Virtual Event Standard](#)

[SAP Global Policy on Interactions with Government Officials](#)

[Value Limits](#)

5.3.3 GIFTS

In general, you may offer or accept gifts and gifts in kind to or from current or prospective customers, suppliers, competitors, or partners if the above-mentioned [basic principles](#) are met and exclusions below are followed.

No gifts may be offered or accepted with a value higher than that identified in the Value Limits published on SAP One.

Gifts to government officials or public sector employees are strictly prohibited, as are gifts to customers during a competitive sales cycle.

In some contexts, and in some countries in a business relationship, it is customary to exchange gifts of higher value. In these cases, you may accept these gifts in the name of SAP but immediately hand them over to the Office of Ethics & Compliance (OEC) to be used for the wider benefit of SAP employees or as a donation to a good cause. You may not personally keep these gifts.

MORE INFORMATION

[SAP Global Policy on Interactions with Government Officials](#)

[Value Limits](#)





5.3.4 FACILITATION PAYMENTS AND CASH OR CASH EQUIVALENTS

The offer or acceptance of cash or cash equivalents (for example gift cards, vouchers, checks, or gift certificates) is not permitted.

Facilitation or “grease” payments are also prohibited.

5.3.5 CORPORATE SPONSORSHIPS, MEMBERSHIPS, AND DONATIONS

SAP may occasionally engage in sponsorship activities with other organizations to support our purpose and in return for legitimate commercial benefits such as branding rights and hospitality. We also make donations to support charitable causes.

As a large and diverse global company, we are a member of many trade associations, coalitions, and professional societies that represent the interests of the technology industry and the broader business community. We also advocate on public policy issues of importance to SAP and the communities we serve.

We never engage in sponsorship activities, make donations, or use memberships for improper purposes to influence a business decision or those actions that are contrary to applicable laws, regulations, and our policies. The engagement in all three of these activities requires approval through the official process, up to and including approval by the Office of Ethics & Compliance (OEC).

To avoid even the appearance of inappropriate influence, we reject sponsorship activities with, or donation requests from customers and their families and close personal contacts during a competitive sales cycle.

5.4 Artificial Intelligence

SAP believes that artificial intelligence (AI) has the potential to unlock boundless potential for businesses, governments, and society. As with similar innovations or technological advancements, AI also has the potential to create economic, political, and social challenges, depending upon how it is used and implemented.

We are committed to comply with all legislation in this regard. We are also committed to the ethical development, deployment, and sale of SAP developed AI systems. Our Global AI Policy defines a group-wide minimum standard for the development, deployment and sale or use of SAP AI applications and solutions, including assignment of clear responsibilities within SAP.

The policy is based on the SAP Guiding Principles for Artificial Intelligence:

- We are driven by our values.
- We design for people.
- We enable business beyond bias.
- We strive for transparency and integrity in all that we do.
- We uphold quality and safety standards.
- We place data protection and privacy at our core.
- We engage with the wider societal challenges of AI.

MORE INFORMATION

[SAP Global Artificial Intelligence \(AI\) Policy](#)

[SAP Guiding Principles for Artificial Intelligence](#)

[SAP Global Human Rights Commitment Statement](#)



5.5 Intellectual Property, Confidential Information, and Personal Data and Privacy Rights

SAP is a trusted leader in driving business transformation and value through technology innovation. We are all responsible for protecting the intellectual property, confidentiality, integrity, and availability of confidential, personal, and proprietary information and data, no matter if it belongs to SAP, us as employees, or others. We must ensure that personal data is processed according to data protection and privacy rules and regulations worldwide. The respective experts at Global Legal, especially the Cyber, Litigation, and IP teams; Global Security; and Global Data Protection & Privacy are at hand to guide us in this endeavor.

5.5.1 INTELLECTUAL PROPERTY

SAP intellectual property (IP) is one of our most valuable assets. This includes confidential information, patents, copyrights, trademarks, and trade secrets. Therefore, it is vital that you take appropriate steps to protect SAP IP. It is also important that you respect the IP rights of third parties, including our competitors, and avoid unauthorized use.

MORE INFORMATION

[Global IP Policy](#)

5.5.2 CONFIDENTIAL INFORMATION

The exchange of information is a vital part of every business. Before sharing any SAP information, you need to evaluate the appropriate classification. It is appropriate to share publicly available information about SAP. For exchange of all other information, either by SAP or a third party, we require a nondisclosure agreement (NDA) or other appropriate agreement.

You should also avoid being exposed to confidential information of third parties in the course of your business unless necessary.

MORE INFORMATION

[SAP Global Nondisclosure Agreement/Confidentiality Policy](#)

[SAP Security Policy Framework](#)

5.5.3 PROTECTION OF PERSONAL DATA AND PRIVACY RIGHTS

SAP is committed to and strives to protect the rights of individuals, particularly the right to data protection and privacy, strengthening our reputation as a sustainable and trustworthy partner in the market. We have implemented safeguards to

help protect the fundamental rights of everyone whose data is processed by SAP, whether they are customers, suppliers, partners, prospects, employees, or applicants. Therefore, all of us must respect applicable data protection and privacy rights when processing personal data during our daily work.

You are responsible for ensuring that all practices involving the processing of personal data within the course of your work comply with applicable laws and internal regulations. You are required to handle all personal data that could be accessed within the scope of your role with strict confidentiality, and not to use this data without authorization. Processing means any operation that is performed on personal data, whether or not by automated means. This includes collecting, recording, organizing, structuring, storing, adapting or altering, using, disclosing by transmission or dissemination, or otherwise making available, in alignment or combination, restriction, erasure, or destruction.

MORE INFORMATION

[SAP Data Protection and Privacy Policy](#)

5.6 Insider Trading and Inside Information



In numerous jurisdictions, publicly traded financial instruments such as shares and bonds, and their derivatives, are subject to strict statutory rules. These regulations prohibit the unlawful disclosure of inside information and its use in trading.

You must ensure that when trading in publicly traded financial instruments of SAP SE or SAP-listed subsidiaries, customers, suppliers, competitors, or partners, you do not do so based on inside information, and you must not unlawfully disclose inside information.

Except in circumstances where the prohibition of insider dealing applies, you may decide at your personal discretion whether to dispose of or acquire SAP SE or an SAP subsidiary's shares or bonds or their derivatives. However, to avoid any implication that you are involved in insider trading, the SAP Executive Board urgently appeals to all of us not to trade in SAP SE or SAP subsidiary's shares or bonds or their derivatives during the official blackout periods. You are asked to comply with this (legally nonbinding) appeal. Deviations from this guideline should be made only 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.

If you have questions in this regard, especially about capital market or insider law or the blackout period, contact the SAP SE Capital Market Compliance team.

MORE INFORMATION

[SAP Global Insider Regulations Policy](#)



5.7 Financial Statements, Disclosures, and Internal Accounting Controls

Accurate, complete, and reliable records are crucial to our business to avoid reputational and/or financial damages. We are committed to maintain accurate company records and accounts to ensure compliance with applicable legislations, tax rules, ethical business practices, and to prevent fraudulent activities. We are responsible to ensure that the information we record, process, and analyze is accurate and is recorded in accordance with applicable legal or accounting principles, applying SAP's policies and guidelines. Internal controls need to be in place.

All parties involved need to ensure that these records are made secure and readily available to those with a need to know the information on a timely basis to fulfill internal and external requirements. All company records must be complete, accurate, and reliable in all material respects. There is never a reason to make false or misleading entries. Undisclosed or unrecorded funds, payments, or receipts are inconsistent with our business practices and are prohibited.

Corporate Financial Reporting is at hand for comprehensive guidance.

MORE INFORMATION

[SAP Group Accounting Guidelines](#)

[SAP Global Revenue Recognition Guideline](#)

5.8 Export Controls and Trade Sanctions

Export control laws regulate exports, re-exports, and in-country transfers of items (including software) that have both military and commercial application. These laws are intended to address national security and other concerns, for example, potential to influence the behavior of a target nation, company, or person. Deliveries of SAP software and services are within the scope of these regulations regardless of how they are delivered.

Trade sanctions impose restrictions on certain countries, regions, entities, or individuals for various economic, diplomatic, and national security reasons. The scope of trade sanctions can range from comprehensive prohibition to do business to specific economic and financial measures. Because of the risk associated with these trade sanctions and as a matter of corporate policy, SAP products and services are not available in certain countries and regions. Furthermore, SAP products and services cannot be sold to entities and individuals with whom transactions are prohibited in accordance with any applicable sanctioned party lists.



Therefore, we follow such laws and regulations, including without limitation the laws of Germany, the European Union, the United States, and applicable local regulations and obligations as stated in applicable documents, which can be found on the Export Control SharePoint.

For questions or concerns, contact the Export Control Legal team.

MORE INFORMATION

[SAP Global Export and Sanctions Compliance Policy](#)

5.9 Anti-Money Laundering and Commitment to Combating the Financing of Terrorism

Money laundering and financing of terrorism are global issues with far-reaching and serious consequences.

Money laundering is the process of converting illegal proceeds so that funds are made to appear legitimate. Very often, this is attempted through cash transactions, as the payer is harder to identify in these cases. For this reason, SAP does not

accept cash transactions of €10,000 and above. However, money laundering is not limited to cash transactions. Complex commercial transactions may hide financing for criminal activity such as terrorism, illegal narcotics trade, bribery, and fraud. Involvement in such transactions undermines our integrity, damages our reputation, and can expose SAP and all of us to severe sanctions.

SAP forbids knowing engagement in transactions that facilitate money laundering and financing of terrorism. We take affirmative steps to detect and prevent unacceptable or illegal forms of payment and financial transactions. Anti-money laundering laws of many countries and international organizations require transparency of payments and the identity of all parties to transactions. We observe all applicable anti-money laundering and combating terrorist financing laws of the countries in which we do business. We will conduct business only with reputable customers and business partners involved in legitimate business activities and transactions.



6 ENSURING TRUST WITH OUR ECOSYSTEM

We Commit to Our Ecosystem

6.1 Business Relationships with Organizations

We do not maintain business relationships with organizations that are themselves, or are supporters of, antisocial forces, terrorists, or criminal groups.

6.2 Contractual Changes and Unauthorized Commitments

Transparency in business relationships is crucial to the success of SAP. Our business partners and investors expect us to operate in a fair and transparent manner. To further our goal of transparency, we must make sure that commitments to our business partners are accurate, truthful, appropriately

approved in advance, and ultimately incorporated into written agreements that cover the full understanding of all involved parties. All parties should be aware of the entire understanding of our agreements.

You must not agree to any changes, qualifications, or amendments to SAP contracts or general terms and conditions, whether by supplementary agreement, side letter, or otherwise, without proper approval. Also, any other unauthorized commitments are strictly prohibited.

Any of these actions made without proper oversight or internal controls could lead to accounting and financial errors and irregularities and could expose SAP to potentially fraudulent activities.





6.3 Reciprocity Deals

We must ensure that we do not enter reciprocity deals in which SAP accepts goods and services from another company only on the condition that the other company obtains SAP products or services in exchange.

6.4 Conduct with Customers

6.4.1 BOYCOTTS

An agreement with a customer, supplier, competitor, or partner of SAP not to conduct business with, or to not deliver goods or provide services to any other customer, supplier, competitor, partner, or service provider, is unlawful. Therefore, you must be extremely careful if you discuss with one of our suppliers the competitive terms of another supplier. 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 with us.

6.4.2 EXCLUSIVE CONTRACTS

You must not ask customers to buy products and services exclusively from us as SAP or to refrain from buying the products of a competitor if this would impact competition in the market.

6.5 Conduct with Suppliers

6.5.1 GENERAL

Guided by the Global Procurement organization, we must govern our conduct with suppliers by sound judgment and absolute integrity. The most important consideration is the upholding of SAP's interests.

We must ensure that SAP's suppliers comply with the legal requirements in the country of manufacture and country of sale.

Accordingly, you must not coerce any supplier to buy SAP products in return for SAP's purchase of that supplier's goods or services. Naturally, however, you may seek to sell products to our suppliers as you do to any other customer.

Relationships with our suppliers often include access to trade secrets and suppliers' know-how. In that regard, you must exercise the utmost care and ensure compliance with the Code. Do not pass on information concerning a supplier's problems or shortcomings to any other supplier or partner or any other person outside of SAP.

6.5.2 BIDS, ESTIMATES, AND PROOF OF SERVICES AND GOODS

We must ensure that all qualified suppliers are fully and equally notified of SAP's technical and commercial bid requirements. The same applies to any details, changes, and additions to these requirements subsequently provided.

SAP considers the awarding of any contract based 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 suppliers.

Before approving invoices for goods or services, ensure that you have verified that those goods or services have been provided.

6.5.3 EXTERNAL CONSULTANTS

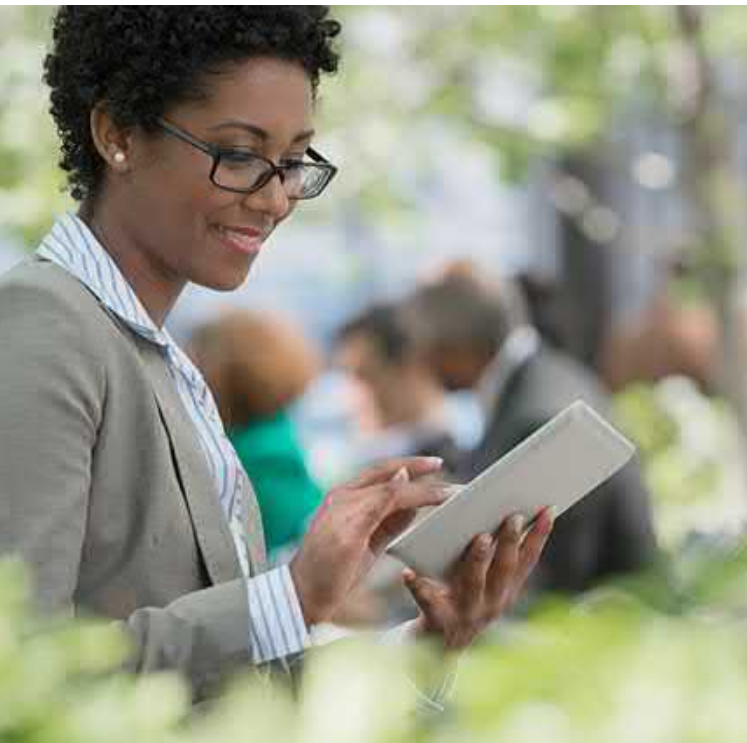
When engaging external consultants, you must ensure that:

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

MORE INFORMATION

[SAP Global Procurement Policy](#)

[SAP Supplier Code of Conduct](#)



6.6 Conduct with Competitors

6.6.1 GENERAL

One of the most serious infringements of the provisions of competition law is the existence of an understanding between competitors. Agreements and understandings amongst competitors about pricing, conditions of sale, volume of production, or the sharing of markets are strictly unlawful. You must not participate in agreements or understandings of this nature. The Field Legal team can provide detailed guidance in your day-to-day business.

6.6.2 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, such as discounts. You 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. You must not convey such information without first checking with the Global Legal team on the implications under competition law.



6.6.3 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 must be checked in multiple systems of law because they can have consequences in other countries. Therefore, you must ensure that the Global Legal team checks the legality of such plans as early as possible and, in any case, before they are implemented.

Contact with competitors

You must not discuss internal matters with competitors. This includes 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.

Obtaining competitor information

We at SAP have a legitimate interest in obtaining information about competitors and evaluating all published information about its competing companies (for example, publications about products and pricing). However, you must not seek to obtain trade secrets or other confidential or secret information about a competitor using dishonest means.

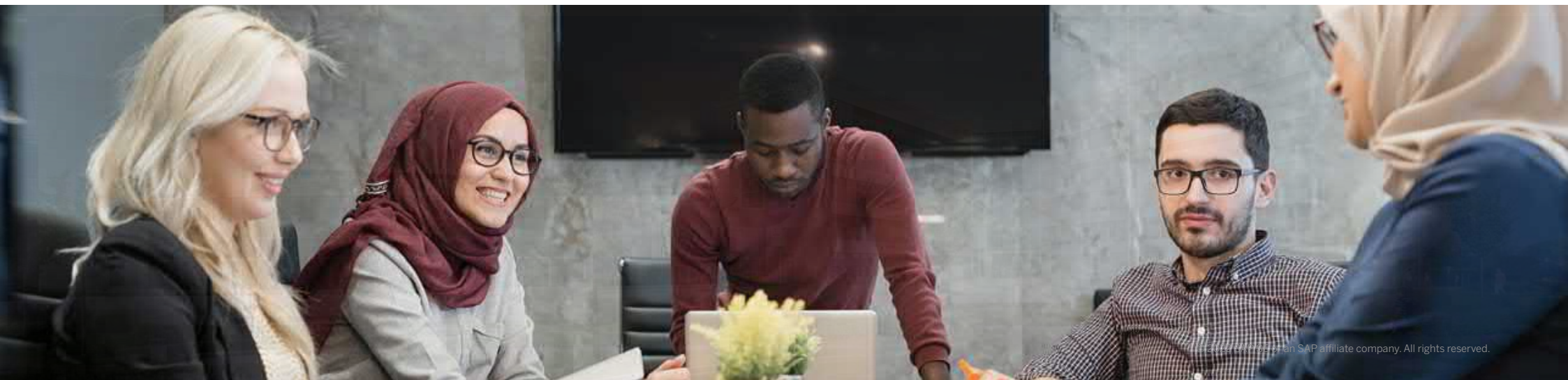
You must not accept, read, or use information about products and plans of competitors that is identified or identifiable as confidential information unless you are authorized by the competitor to do so.

SAP receives a net benefit from competitive information only when it is obtained lawfully and ethically. Therefore, we seek 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, you may gather and use nonconfidential information about competitors, including information that can be found on competitors' Web sites.

You always must keep in mind that we are legally prohibited from:

- Collecting confidential competitive information
- Making untrue statements about competitors
- Gathering competitive information in breach of a contract
- Misrepresenting the relationship to SAP to obtain competitive information
- Violating the copyrights of a competitor
- Hiring third parties to engage in such practices





6.7 Conduct with Partners

Partners are very important to our company. Our partners serve as our ambassadors and support our varied business interests. That is why we must trust our partners, be loyal, and treat every partner with equality and equity. Presenting a consistent and aligned message is in the best interest of SAP and our partners.

You must present our partners with equal opportunities, always be objective, and provide transparency. Ensure that you treat them without bias or unjust preference. For example, you must be equitable when handling competing bids from several partners for the same customer. For you to ensure the best experience for our customers, every opportunity requires trustworthy collaboration with our partners, thereby creating a productive environment to deliver a successful multichannel go-to-market approach.

If a partner is also a customer, supplier, or competitor of SAP, you must also observe this Code's rules concerning customers, suppliers, and competitors. For any questions related to conduct with partners, contact the Partner Ecosystem Success organization.

MORE INFORMATION

[SAP Partner Code of Conduct](#)

[SAP Global Channel Operations & Governance Policy](#)

[SAP Global Channel Policy](#)



7 ENSURING TRUST BY SOCIETY

We Help the
World Run Better
and Improve
People's Lives



Our purpose to help the world run better and improve people's lives is the guiding principle for our business strategy. As a global leader, we stand for this higher purpose beyond economic success. We believe social, environmental, and economic activities and performance are interrelated – each impacting the others. Our efforts focus on creating a sustainable future for SAP, our customers, and society in line with our commitment to the United Nations Global Compact and the United Nations Sustainable Development Goals (SDGs).

Our purpose is to help the world run better and improve people's lives.

7.1 Communication

We must ensure that we communicate clearly, effectively, and responsibly. It safeguards a high standard of dissemination of information concerning SAP's business activities, strategy, or other company affairs and ensures that we act in accordance with applicable laws and regulations at all times.

Only employees who are expressly authorized to communicate on behalf of SAP may engage with members of the media, industry analysts, government representatives, or other influencers. SAP-related contact with these audiences must be coordinated and authorized by SAP Global Communications. Any contact with the financial community must be coordinated and authorized by SAP Investor Relations.

We encourage communication among employees, customers, partners, and others. Be polite, honest, and respectful, and always identify yourself and make clear whether you are speaking on behalf of yourself or speaking on behalf of SAP.

Social media enables us to learn from and share information with our stakeholders, as well as communicate with the public about our company.

In addition to following all company policies, a general rule to remember when using social media is to think about the effect of statements that you make. Keep in mind that these transmissions are permanent and easily transferable and can affect our company's reputation and relationships with colleagues, customers, partners, and others.

Your employment postings on Web sites and social media platforms may include the fact that you work for SAP, your job title, a high-level job description, and your general office location. However, no specific project or initiative details or proprietary software information or names should be included.

Do not disclose internal, confidential, or proprietary information about our business, our suppliers, our partners, or our customers. Review the social media guidelines before posting any material.

SAP Marketing and SAP Global Communications, in collaboration with Global Legal counterparts, provides guidelines to help you when communicating about SAP to ensure that statements about our company, products, customers, and partners are truthful and defensible.

[MORE INFORMATION](#)

[SAP Communications Policy](#)



7.2 Human Rights



We respect, support, and promote human rights throughout our own business activities as well as along our value chain. Human rights refer to basic rights and freedoms that belong to every person. These are recognized in the International Bill of Human Rights and the International Labor Organization Declaration on Fundamental Principles and Rights at Work, such as the prohibition of forced labor, modern slavery, and human trafficking.

We take guidance from the United Nations' Guiding Principles on Business and Human Rights to integrate human rights considerations into our standard business practices. We maintain a range of policies and procedures designed to ensure that we treat everyone with respect and to include actions to mitigate the risk of forced labor, modern slavery, human trafficking, or other salient human rights risks occurring in our own business or along the value chain.

You are required to comply with all applicable laws, regulations, company policies, and fundamental principles relating to human rights. We also expect our business partners to share our commitment to the advancement of human rights and to avoid complicity in human rights abuses.

We encourage you to raise any questions or concerns relating to human rights and ask you to report potential breaches through the various reporting channels available.

MORE INFORMATION

[SAP Global Human Rights Commitment Statement](#)

[SAP Partner Code of Conduct](#)

[SAP Supplier Code of Conduct](#)

7.3 Corporate Social Responsibility

The SAP Corporate Social Responsibility (SAP CSR) team is responsible for setting and executing SAP's CSR strategy focused on bringing to life our purpose through strategic partnerships and programs that deliver sustainable social impact and long-term business value. In this function, the team is fully responsible for managing all corporate giving (such as charitable donations) and oversees all volunteerism.

You must not make funding commitments to potential recipients, such as the promise of a donation, before receiving approval through the official SAP CSR process.

MORE INFORMATION

[SAP Global Corporate Social Responsibility Policy](#)

7.4 Commitment to Improving Our Environmental Performance

Sustainability is an integral part of our purpose to help the world run better and improve people's lives. We strive to be a role model of a sustainable company and enable our customers to create positive social, environmental, and economic impact within planetary boundaries. Led by our Sustainability organization, we continually improve and invest in SAP's environmental performance, enabling transparency and protecting our planet. Therefore, we conduct business in an environmentally responsible manner and comply with relevant environmental laws, regulations, and standards.

We commit to reducing negative environmental impacts and preventing pollution by reducing resource and water consumption, carbon emissions, energy, and waste, including electronic waste, among others. To do so, we provide the necessary resources and information to efficiently manage our environmental performance and achieve our objectives. The environmental objectives and the impact of our operations and solutions are analyzed, managed, and reported throughout their lifecycle.



We are all responsible in the course of our business to keep environmental protection in mind and integrate sustainable practices that support SAP's sustainability goals. We can achieve this through sustainable product design and development, efficient use of resources, or other activities and behaviors that reduce our environmental footprint.

MORE INFORMATION

[SAP Global Environmental Policy](#)

7.5 Political Activities

Society is partly determined and shaped by politics and the political activity of its citizens.

7.5.1 PERSONAL POLITICAL ACTIVITY, CONTRIBUTIONS, AND COMMUNICATION

SAP is proud that we are socially engaged and that we participate in the political process.

Your political engagement should take place outside of your working hours. Although individuals may make political contributions, these are not reimbursed by SAP. SAP does not make direct contributions for political purposes to political parties, politicians, or political organizations other than through event sponsorships and related marketing as allowed by law and specifically approved by SAP Global Government Affairs and the Office of Ethics & Compliance (OEC).

If you are engaged in political activities, make sure that this reflects your own personal view and do not give the impression that any of these activities are connected to SAP.

7.5.2 LOBBYING

Policymaking and legislation have a significant impact on our business. We are committed to engaging appropriately in the public policy process as an important means of enhancing shareholder value, a fundamental principle for free and democratic societies.

SAP engages with governments around the world on public policy issues that are core to our business. Lobbying is an appropriate way for us to educate policymakers about the legitimate interests of SAP and to participate in political decision-making processes. We believe that by sharing our expertise and communicating our position on certain topics, we contribute responsibly to policymaking, but these communications must be conducted and reported in compliance with all applicable laws.

It is our policy to comply with the lobbying laws and restrictions of every jurisdiction where we conduct business, and to be as transparent as possible in lobbying activities and the engagement of lobbyists. As the regulation of lobbying activity varies widely across jurisdictions, a detailed knowledge of the legal requirements is needed. Lobbying activities are therefore solely managed by SAP Global Government Affairs.

7.5.3 MEMBERSHIPS IN PROFESSIONAL OR POLITICAL ORGANIZATIONS

In principle, we believe that memberships in professional organizations are worth supporting, as amongst other things, they provide us with the ability to take part in shaping and developing standards and best practices of the profession. However, we as SAP act very cautiously in our political activities. If SAP pays for your membership in a group that has political affiliation or appears to be associated with it, you must align with SAP Global Government Affairs before becoming a member. Of course, you may become a private member in such organization at any time. However, SAP does not reimburse any costs or expenses

For information on corporate memberships, see the “[Corporate Sponsorships, Memberships, and Donations](#)” section of this Code.

MORE INFORMATION

[SAP Global Policy on Interactions with Government Officials](#)

[SAP Communications Policy](#)

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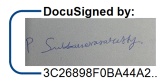
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