

# Competition Law Compliance Guidelines

SAP's leadership position in the global market is founded on maintaining long-term and sustainable trusted relationships with our stakeholders worldwide. Our heritage is one of corporate transparency, open communication with financial markets, and adherence to recognized standards of business integrity.

The SAP commitment to the highest standards of integrity requires us to maintain an effective Compliance Management System which is regularly audited and certified. In addition, our "Global Code of Ethics and Business Conduct for Employees" is a cornerstone of this commitment, which also includes a clear focus on competition law compliance (see here <https://www.sap.com/sustainability/our-approach/reporting-and-policies.html>). SAP representatives receive regular and risk tailored competition law trainings in order to ensure compliance with applicable competition laws when attending meetings with potentially competing market participants.

By hosting an event bringing together various market participants, which could be considered to be competitors, such as an SAP Advisory Council, SAP as the event host follows international best practice approaches to ensure compliance with applicable competition laws. The purpose of the following certification is to educate and inform SAP Advisory Council ("SAP AC") participants (each a "Participant") of expected standards for behavior in the form of do's and don'ts regarding communication with other SAP AC participants.

SAP requires the acknowledgement, documented by a signature, of each SAP AC participant. This approach is mandatory. In case of any questions, please contact [global-compliance-office@sap.com](mailto:global-compliance-office@sap.com).

1. Participant hereby declares to abide by all applicable competition laws. In particular, the Participant will NOT exchange with any other SAP AC participant(s) information on:

- a. SAP AC participants' prices, pricing, price changes, price differentials, mark-ups, discounts, allowances, credit terms, etc., or data, that bear on price, e.g. costs, production, capacity inventories, sales, etc.
- b. SAP AC participants' industry pricing policies, price levels, production levels, production capacity or product inventories.
- c. SAP AC participants' terms of trade, particular customers, marketing plans, product development or other non-public information.
- d. Changes in SAP AC participants' industry production, capacity or inventories.
- e. Current or potential bids on contracts by SAP AC participants for particular products and/or procedures for responding to bid invitations.
- f. Plans of SAP AC participants concerning the design, production, distribution, introduction dates or marketing of particular products, including proposed territories or customers.
- g. Matters relating to actual or potential individual customers or suppliers of SAP AC participants that might have the effect of excluding them from any market or of influencing the business conduct of firms toward such suppliers or customers.
- h. Current or projected cost of procurement, development or manufacture of any product of SAP AC participants.
- i. Non-public information regarding any SAP AC participants' market share for any product or for all its products.
- j. Local, regional or global allocation or division of markets, market segments, geographic territories or customers and prospects.

2. SAP will circulate an invite with a detailed SAP AC agenda in advance of any meetings to all Participants.

3. If Participant reasonably believes that any meeting agenda or invitation may potentially violate competition laws, Participant will bring this immediately to the attention of all SAP AC participants to ensure compliance with such principles. Participant acknowledges that the meeting will not take place until such dispute has been solved based on the aforementioned principles. SAP as the meeting organizer will ensure that any concerns are addressed appropriately and swiftly.

4. SAP as meeting host will create sufficiently detailed meeting notes of all meetings, which will be shared with SAP AC participants. Should any objections or reservations by any meeting participant be raised regarding a or several topics of discussion, these will be documented accordingly.

5. Participant acknowledges that SAP reserves the right to end any meeting immediately in case SAP reasonably believes that any of the aforementioned principles may be or may have been violated.

6. Participant may report violations of the aforementioned principles to the competent authorities. Participant acknowledges that SAP reserves the right to report any violations itself.

7. If Participant does not abide by the aforementioned principles, Participant may not take part in any SAP User Group, SAP Advisory Council meetings or other activities anymore.

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