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# **NTT DATA EMEA Ltd.**

# **ANTI-CORRUPTION POLICY**

*(“Anti-Corruption Policy”)*

## **Introduction**

NTT DATA EMEA Ltd. (hereinafter “**EMEA**”) as part of the NTT DATA Group, applies the principles and values set out in the NTT DATA EMEA Ltd. Global Code of Business Conduct (also referred as “**Code**”), which expressly includes the principles of NTT DATA Global Compliance Policy.

In this regard, with the view of ensuring that NTT DATA Group is trusted and sustainable in the long term, all EMEA operating companies (each one hereinafter simply referred to as the “**Local Company**”) are committed to conducting business in accordance with all local and international applicable laws and regulations and with the highest ethical standards, in a fair and transparent way. Local Company’s employees must adhere to the highest standards of honesty and integrity in their relations with Government’s as well as with customers’ officers and employees.

In addition, as already set forth in the Code, EMEA adopts a **Zero Tolerance** approach against any form of bribery, including facilitation payments in any form, tax evasion, and money laundering related activities. Involvement in any form of bribery, in the Government as well as in the Private sector, is strictly forbidden.

The top management of EMEA is therefore strongly committed to “setting the tone” on corporate compliance and, in particular, on the prevention of bribery, tax evasion and money laundering corporate offences. Likewise, EMEA expects that Local Companies CEOs, managers, employees and associated business parties (e.g. customers, suppliers, contractors, agents) shall adhere to, and effectively comply with, this Anti-Corruption Policy.

For this reason EMEA Board of Directors (“**EMEA Board**”) entrusted me, as CEO, to validate this Anti-Corruption Policy and to disseminate it to all Local Companies CEOs, who shall have the duty to (i) circulate this Policy to all respective Companies’ Employees and Suppliers and (ii) to cause they shall adhere to the provisions as set forth therein, consistently with local applicable laws (“**Applicable Laws**”).

Under “Attachment A”, You will find the Anti-Corruption Policy submitted to and approved by the EMEA Board on September 28, 2018.

Thank you for your keen attention and strong cooperation.

Benito Vazquez Blanco  
*NTT DATA EMEA Ltd. CEO*

Attachment:

### **1. NTT DATA EMEA Ltd. Anti-Corruption Policy**

# **NTT DATA EMEA Ltd.**

## **ANTI-CORRUPTION POLICY**

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*Exhibits:*

- A. *Anti-Corruption Ethics and Compliance Handbook for Business - Business Guidance Instruments published by Secretariats of the OECD, UNODC, and World Bank on November 28, 2013.*
- B. *Template of Anti-Bribery Clause.*
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## **1. Applicable scope**

It is NTT DATA EMEA policy to conduct its affairs in accordance with the **highest level of integrity** and in compliance with all applicable laws and regulations, both domestic and foreign.

This EMEA Anti-Corruption Policy applies to all employees, officers, directors, partners, shareholders, and collaborators (hereinafter jointly referred as “**Employees**”), as well as to all consultants, suppliers, agents, grantees, brokers, distributors, other subcontractors and/or any other third party (hereinafter jointly referred as “**Suppliers**”), always acting on behalf of or cooperating with any Local Company.

Each Local Company must comply with this **Anti-Corruption Policy** and shall cause that its Employees and Suppliers comply accordingly.

In this respect, each Local Company is required to harmonise this Anti-Corruption Policy locally, in a manner which will be consistent with the statutory requirements, if any, of the jurisdiction in which it is established, through the application of specific policies and procedures (the “**Country Specific Policies**”).

Each Local Company is also required to provide adequate information to local governance bodies, insofar as required by statutory provisions (such as Working Councils in Germany and Statutory Auditors in Italy), emphasising that:

- a) this Anti-Corruption Policy makes reference to Country Specific Policies in order to meet local statutory requirements, consistently with Applicable Laws, and
- b) adequate training to Employees and to any third parties, including Suppliers, is essential to protect each Local Company from exposure to corruption-related risks and to other corporate offences (along with their associated fines), in the wide geographical area in which NTT DATA does business.

## **2. Purpose**

EMEA is aware of its internal responsibility to fight against bribery and corruption as these affect its values, culture, profitability and sustainability, as well as its shareholders and stakeholders. Accordingly, EMEA has **Zero Tolerance** approach towards bribery, including facilitation payments, tax evasion and money laundering related activities, of any kind.

In engaging in its business activities, each Local Company is committed to comply with all the Anti-Corruption, Anti-Bribery, Anti-Money-Laundering laws and/or regulations that are in force, either at international, European Union or local level (hereinafter jointly referred as to the “**Anti-Corruption Laws**”).

Anti-Corruption Laws include *inter alia*, insofar as applicable in the relevant countries:

- a) OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (December, 17, 1997),
- b) U.S. Foreign Corrupt Practices Act –FCPA- (1977),
- c) UK Bribery Act (2010),
- d) UK Criminal Finances Act 2017,
- e) United Nations Convention against Corruption (2003),
- f) European Convention against corruption involving government officials of country members of the European Union (May, 26, 1997),
- g) Council of Europe’s Criminal Law on Corruption No. 173 (January, 27, 1999),
- h) Council of Europe’s Civil Convention No. 174 (November, 4, 1999),
- i) Italian Legislative Decree No. 231/2001 (June, 8, 2001).

The **purposes** of this Anti-Corruption Policy are to:

- a) clearly reaffirm and reinforce EMEA **commitment to prohibiting and to preventing bribery and corruption** and to be in compliance with Anti-Corruption Laws;
- b) define **principles** for identifying and preventing potential bribery and corruption in order to protect the integrity and reputation of EMEA Group;
- c) set out our **responsibilities**, and for those working for us, in observing and upholding our position on bribery and corruption;
- d) provide **information and guidance** both to internal and external stakeholders.

Therefore, it is essential that all Employees and Suppliers who fall within the applicable scope of this Anti-Corruption Policy comply at all times with all Anti-Corruption Laws and regulations, whether the activity is to be performed in the Government or in the private sector, in any jurisdiction in which they operate.

To the extent that this Anti-Corruption Policy has been disseminated to Employees along with relevant Country Specific Policies, the provisions contained herein are **binding** and, in case of a

violation of any of its terms and guidance, disciplinary sanctions may apply in accordance with applicable statutory provisions.

### 3. Definitions

- **EMEA Authorization Matrix:** list, updated from time to time, which sets forth the internal authorization level of NTT DATA EMEA Ltd., divided on the basis of specific items. It is available at the following link:

<https://emeaportal.nttdata-emea.com/SitePages/Authorization%20Matrices.aspx>

- **Bribery**

*(as set forth in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (December, 17, 1997):*

- **Bribery of national and/or foreign public officials and officials of public international organizations** (collectively referred as “**Public Officials**” or “**Officials**”):
  - a) any person who intentionally offers, promises or gives any undue pecuniary or other advantage, whether directly or through intermediaries, to a Public Official, for that Official or for a third party, in order that the Official acts or refrains from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage in the conduct of international business. “*Act or refrain from acting in relation to the performance of official duties*” includes any use of the Public Official’s position, whether or not within the Official’s authorised competence.
  - b) complicity in, including incitement, aiding and abetting, or authorisation of an act of bribery of a Public Official, attempt and conspiracy to bribe a Public Official, to the same extent as attempt and conspiracy to bribe a Public Official.

- **Bribery in private sector**

*(as set forth in the United Nations Convention against Corruption (2003)*

When committed intentionally in the course of economic, financial or commercial activities:

- a) the promise, offering or giving, directly or indirectly, of an undue advantage to any person who directs or works, in any capacity, for a private sector entity, for the person himself or herself or for another person, in order that he or she, in breach of his or her duties, acts or refrains from acting;
- b) the solicitation or acceptance, directly or indirectly, of an undue advantage by any person who directs or works, in any capacity, for a private sector entity, for the person himself or herself or for another person, in order that he or she, in breach of his or her duties, acts or refrains from acting.

- **Corruption**

It is the abuse of entrusted power or position for private gain.

(Bribery and Corruption collectively referred as “**Bribery**” or “**Corruption**”)



➤ **Country Specific Policy**

It is the specific policy adopted by relevant Local Company in order to meet local statutory requirements under local Applicable Laws.

➤ **Facilitation payments**

Payments or gifts of a minor amount made to a Public Official in order to speed up processes or to facilitate performance of commonly performed, routine, nondiscretionary government action, even in the event that the ultimate purpose is not that of obtaining an undue benefit.

Examples of Facilitation Payments include obtaining official documents to qualify a person to conduct business; processing government papers such as visas and work orders; providing police protection, mail service, and phone service; loading and unloading cargo; expediting release of an acceptance certificate for services rendered or for products delivered by the Local Company.

For the purpose of this Policy Facilitation Payments are considered Bribery and are prohibited.

➤ **Gifts, Financial or Other Advantage** (or simply “**Gift(s)**”)

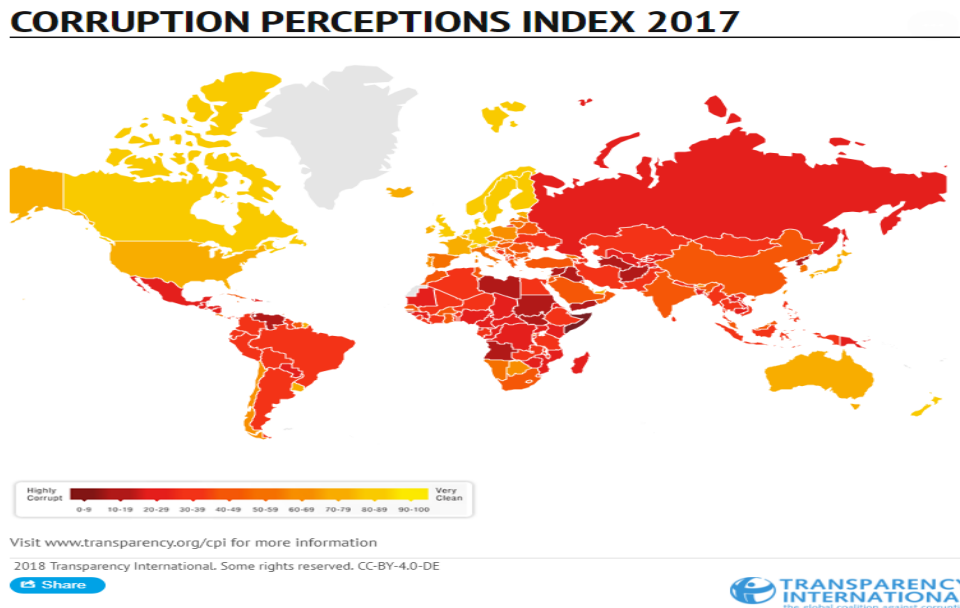
It includes *inter alia* money, favours, such as hiring of akins, gifts, cash, loans, accommodation, travel, political, charitable and sponsorship contributions.

➤ **Public Official**

It is anyone who holds a legislative, administrative or judicial position of any kind (whether appointed or elected) or who exercises a public function on behalf of a country or territory or for any public agency or public enterprise. A Public Official also includes an officer or agent of any organisation whose members are countries or territories, governments of countries or territories or public international organisations.

#### 4. Global perception of Corruption

On February 21, 2018, **Transparency International** published its *Corruption Perceptions Index 2017* (“CPI”), which measures levels of Corruption in public institutions around the world, as showed by the following map:



The CPI uses a scale of zero (highly corrupt) to 100 (very clean). Of the 180 countries assessed in the 2017 index, more than two-thirds score below 50. The 2017 Corruption Perceptions Index highlights that the majority of countries are making little or no progress in ending Corruption, while further analysis shows journalists and activists in corrupt countries risking their lives every day in an effort to speak out.

Text of the CPI is available using the following link:

[https://www.transparency.org/news/feature/Corruption\\_perceptions\\_index\\_2017](https://www.transparency.org/news/feature/Corruption_perceptions_index_2017)

## **5. Corruption as a crime and applicable penalties**

Involvement in any form of Corruption, whether direct or indirect, in the public or the private sector, may lead to **serious consequences both for the Local Company and for its Employees** involved. It constitutes a crime that can be prosecuted and punished with a high range of penalties, including, among others, fines, imprisonment (against relevant Employee), and disqualification from entering into contracts with the public sector, loss of possibility for obtaining public aids or grants and the loss of right of use of tax and Social Security benefits and incentives, leaving aside the damages to the reputation and to the image of the Local Company.

In the specific case of UK, where EMEA is established, the UK Bribery Act 2010 prosecutes legal entities for «*failure to prevent*» Bribery-related activities committed by Local Company «representatives» or by external «associated parties», wherever in the world such offences are committed by UK Legal entities.

The above is in addition to the criminal liability of the relevant Employee, who may be prosecuted for Bribery and who may face serious personal consequences.

Also many other jurisdictions where the Local Companies operate in provide similar consequences (towards the relevant Local Company for “failure to prevent” as well as towards Employee).

In order to defend Local Companies against claims of failure to prevent bribery, it is essential for Local Companies to be able to prove that they have done their **utmost to prevent Bribery** from being committed.

## **6. Anti-Bribery measures adopted by EMEA and by Local Companies**

EMEA sets out its clear intention to comply with all Anti-Corruption Laws and expressly prohibits any form of Corruption within the Companies, whether it is active or passive, direct or indirect, calling for quality and innovation in the performance of the activity of its Local Companies.

In this sense, EMEA wishes to extend the foregoing to its business strategy and decisions.

Within the framework of its Compliance Program, EMEA promotes different actions and measures to prevent the commission of corporate offences, particularly against Bribery, however disguised, in any of its forms.

Such actions include training sessions, communication actions, preventive actions, risk detection actions, supervision and control actions, monitoring actions, auditing actions and corrective actions (collectively referred as “**Anti-Corruption Actions**”).

In application of this Anti-Corruption Policy and in line with Applicable Laws, each Local Company is required to implement adequate Anti-Corruption Actions and, making use of traditional or technological tools, in order to mitigate risks associated to Bribery and to define the areas of internal responsibilities against Bribery.

To this purpose, the EMEA top management shall adopt the appropriate decisions, entrusting the EMEA Compliance Team with the necessary powers and prerogatives, which will need the cooperation of all other Companies areas, especially from the Business area responsible persons.

Attached herewith as **Exhibit A** it is a reference table with the 8 business guidance instruments on anti-Bribery, as provided in the *Anti-Corruption Ethics and Compliance Handbook for Business*, published by Secretariats of the OECD, UNODC, and by the World Bank, on November 28, 2013.

## **7. Contracts with Suppliers: overview**

In order to protect EMEA Group and to avoid Corruption in any way, all Local Company's Employees must treat Suppliers in accordance with the **highest standard of business conduct** and in compliance with all Anti-Corruption Laws, as well as with all Country Specific Policies, protocols and other internal procedures that are in force in the respective organizations, including the EMEA Suppliers' Vetting Policy, whenever available, both (a) during **preliminary phase of selection** of the Supplier and (b) during the contractual performance of the Supplier itself (assessment of contract performance).

**In case of no compliance with Country Specific Policies**, relevant Employee may **breach his the duties/functions** of the specific position and it may be subject to disciplinary measures in accordance with Applicable Law.

It is EMEA policy to qualify Suppliers and to select them on the basis of **objective criteria**, such as price, technical excellence, service reputation, production/service capacity but also on their record and willingness to adhere to the standards of business conduct set out in this Anti-Corruption Policy and in the EMEA Code.

The following provisions set the tone on corporate compliance focused on selection criteria and management of Suppliers both during the selection phase and the assessment of contractual performance

### **7.1. Selection of Suppliers**

The selection of Suppliers shall always adhere to the **principles of impartiality, transparency and sustainability**, as follows (list to be interpreted as illustrative and not exhaustive):

1. EMEA allows the engagement of Suppliers for legal commercial activities only.
2. Financing and economic resources of Suppliers must be lawful, according with local applicable laws.
3. Employees may not engage any Supplier in any activity which creates or appears to create a conflict between their personal interests and the interests of the Local Company.
4. Local Company, through its Procurement Sector, if any, or through the relevant Business Sector, shall only select Suppliers who meet the criteria of **quality, cost-effectiveness**, ability to meet **delivery times, service reputation**, adequate **Compliance Programs** in place, and compliance with the standards of business conduct set out in the Code and in this Anti-Corruption Policy.
5. Suppliers are qualified on the basis of exhaustive information, *inter alia* their financial/economic data, quality certification obtained and in force, documents attesting to compliance with the health & safety and the social security contribution applicable laws,

- sector references, most important customers/projects.
6. With the support of the local / EMEA Legal & Compliance, if so required, relevant Local Company shall perform - to the maximum extent feasible – the due diligence check of the prospective Supplier(s), i.e. investigation/screening actions to check that the Supplier and its Representatives (a) are not sentenced for bribery, tax evasion and / or any other corporate offence and (b) are in compliance with social security contribution and health & safety applicable laws.
  7. Each Local Company shall prepare and update from time to time a **list of preferred suppliers**, qualified and vetted, also in accordance with the Due Diligence outcome and shall leverage on such list as much as possible.

## **7.2. Assessment of Supplier contractual performance**

**Periodical checks** (“*Checks*”) should also be carried out and conducted, with the support of the relevant Local Company’s portal management applications, if available, to assess the Supplier’s suitability and capability during contract performance, on the basis of the products/services supplied, applying the principles and rules as follows:

1. Check shall apply an assessment criteria in terms of results achieved, with the following scale (to be used as reference method): Highly satisfactory = performance beyond expectations/contractual agreements - Satisfactory = performance adequate to expectations/contractual agreements - Barely satisfactory = on certain occasions, performance below with expectations/contractual agreements - Unsatisfactory = performance below expectations/contractual agreements.
2. When the circumstances indicate that the Supplier or its Representative have committed corporate offences which **may harm or affect EMEA and/or Local Company’s** reputation and/or criminal liability, the contractual relationship shall be **terminated for cause**, leveraging on the template clause set forth in Section 7.3 below.
3. Whenever any Employee is required to make a **financial commitment** or other type of commitment, or to approve or make a payment, such Employee shall first assure that he/she understands the basis for such commitment or payment, and that it is **legal**. In the event of doubt the Employee may consult the EMEA Compliance Team.
4. The **collection or payment of commissions** will only be accepted when they are **in accordance with the local applicable laws** in force, with the Code and this Anti-Corruption Policy, as well as when they are common practice for intermediary services or other similar services, always offered for a legal purpose and ethically appropriate.
5. **Illegal or irregular payments are strictly prohibited, as well as payments in cash.**
6. All transactions in the organization that involve the **collection or making of payments** shall be (a) properly justified, (b) approved by the person that is responsible in the relevant Local Company area, and (c) faithfully, methodically and promptly recorded in the accounting or corresponding records.

In this regard, it is absolutely forbidden to engage in irregular activities that may involve the falsification of invoices, an accounting entry or changing or leaving the accounting records incomplete. In this sense, it is necessary to comply at all times with all the legal provisions governing accounting matters.

7. Each Local Company shall ensure as far as feasible that Suppliers have **not** created false or misleading documents or accounting, financial or electronic records for the purpose of being awarded a **Public Tender or Public Funds** or obtaining an advantage in a procurement process of any kind.

### **7.3. Contractual provisions**

Each Local Company shall insert the following provisions (“**Anti-Bribery Clause**”) in all the contracts with Suppliers:

- **Compliance with Anti-Bribery Laws:** Supplier shall comply with all of the following provisions:
  1. compliance with both international and domestic Anti-Corruption Laws (*inter alia*: anti-bribery, anti-money laundering, anti-tax evasion laws),
  2. compliance with the provisions set forth in the Code, in this Anti-Corruption Policy and in the purchase procedures and rules according with the relevant Country Specific Policy,
  3. duty to implement adequate compliance policies, procedures and controls in order to effectively prevent Bribery and to mitigate its associated risks, as well as policies and procedures relating to accounting for financial transactions, training personnel and third parties due diligence.
- **Subcontractors:** in the event Supplier engages sub-contractors or any other third parties that are providing, if any, services in relation to the main contract, Supplier shall provide in the relevant sub-contract the same provisions as set forth in the relevant Anti-Bribery clause and shall certify in the main contract to have adopted adequate compliance measures to prevent any breach of the Anti-Bribery Clause by any of the subcontractors or any other third parties.
- **Right to audit:** the relevant Local Company has the right to audit the Supplier, to examine and to make copies of all records relating to the contract, including any accounting, contractual and financial records and internal policies and procedures. The Supplier must retain all records and accounts for the entire duration of the contract and for further years following the contract’s termination, according with the local applicable tax laws.  
In addition, the right to audit shall be included in any contract that the Supplier signs with its subcontractors within the framework and term of the main contract.

- **Payments to third parties in the event of a breach:** Supplier shall indemnify and keep the relevant Local Company harmless for any damages or costs that may arise from a breach of the Anti-Bribery Clause.

Breach of any of the contractual provisions as set forth above shall lead to **immediate termination for cause** of the contract with Supplier.

A *template* of Anti-Bribery clause, subject to the necessary adaptations, according with the local applicable laws, is attached herewith as **Exhibit B**.



## **8. Contracting with Public Authorities**

Each Local Company is committed to conducting business in accordance with all applicable laws and regulations and with the highest standards of honesty and integrity in their relations with Governments and/or its employees and/or its representatives and/or its agents and/or Public Officials (collectively referred as “*Public Employee(s)*”), including, but not limited to, observing the following principles when disclosing information related to, bidding on, or performing under Government contracts and public tenders:

- Comply with the requirements of all applicable laws, codes and regulations in any jurisdiction, including without limitation the laws and regulations concerning the employment of (or discussions concerning possible employment with) current and former Public Employees, including so-called “*revolving door*” restrictions. With this regard, insofar as permitted by applicable laws, Employee must obtain all appropriate government approvals prior to recruiting or hiring current and former Public Employees.
- Comply with the EMEA Code, with the applicable sections of this Anti-Corruption Policy and with Country Specific Policies relating to Gifts, Financial or Other Advantages, Entertainment, Donations and to Facilitation Payments, whenever permitted.
- Employees who deal with Public Employees are responsible for knowing and obeying the laws and regulations applicable to doing business with the Government.
- Notwithstanding the above, no Employee of the relevant Local Company may engage in prohibited discussions, offer gratuities, or solicit or receive proprietary or source selection information from a government procurement official.
- Employees may not create false or misleading documents, including accounting, financial or electronic records for the purpose of being awarded a Public Tender or Public Funds or obtaining an advantage in a procurement process of any kind.

## **9. Potential Risk Scenarios: “Red Flags”**

The following list offers possible **red flags scenarios** that may arise during the course of Local Companies business activities and which may raise concerns under various Anti-Corruption Laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If any Employee finds any of the following Red Flags, he/she must **report** them promptly to the Local Compliance Team and always to the **EMEA Compliance Team**:

- a) Employee becomes aware that Supplier engages in, or has been accused of engaging in, improper or illegal business practices;
- b) Employee learns that Supplier has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a “special relationship” with foreign government officials;
- c) Supplier insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- d) Supplier requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- e) Supplier requests that payment is made to a country or geographic location different from where the Supplier resides or conducts business;
- f) Supplier requests an unexpected additional fee or commission to “facilitate” a service;
- g) Supplier demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- h) Supplier requests that a payment is made to “overlook” potential legal violations;
- i) Supplier requests that you provide employment or some other advantage to a friend or relative;
- j) Employee receives an invoice from a Supplier that appears to be non-standard or customised;
- k) Supplier insists on the use of side letters or refuses to put terms agreed in writing;
- l) Employee notices that we have been invoiced for a commission or fee payment that appears clearly disproportionate given the service stated to have been provided;
- m) Supplier requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to Local Company;
- n) Employee is offered an unusually generous gift or offered lavish hospitality by a Supplier.

## **10. Sales Agents, Brokers, Representatives, Distributors, and Consultants in Public Sector**

Specific rules apply in case of Brokerage / Consultancy Agreement in Government Sector, which shall be in strict compliance with the approval level and the cap amount (or commission calculated as a percentage of relevant Local Company revenues) as set forth in the EMEA Authorization Matrix or the lower amount as set forth in the Country Specific Policy.

## **11. Gifts, Financial and Other Advantages**

In any interaction with Suppliers and/or Customers, Local Company's Employees shall at all times be aware of and comply with the provisions as set forth in the Code and in this Anti-Corruption Policy, as below.

### **11.1. (Outbound)**

Local Company and its Employees must not give, offer or promise a Gifts, Financial or Other Advantage of any value **to a person or organization** where it could reasonably be interpreted that the purpose of the Gift was to induce improper performance or to obtain or retain business, or an advantage in the conduct of business for relevant Local Company.

**No Gifts, Financial or Other Advantage can be made to third parties**, including customers, **unless** all of the following conditions are met:

1. it is reasonable and proportionate in amount and in any case does not exceed the **monetary cap equal to 150 € per gift per person per year** or the lower amount as set forth in the Country Specific Policy,
2. it is **recorded** with a detailed explanation together with evidence of written authorization as per the relevant Country Specific Policy.

Any exception must be signed off in writing in accordance with Country Specific Policies or by the Local Company CEO and must be reported to the Compliance Team at local level.

Employees must never give **financial gifts**, including **cash**, loans or other material financial favours.

### **11.2. (Inbound)**

If a Gift, Financial or Other Advantage other than of a trivial value, is directly or indirectly offered **to Employees**, the relevant person must politely but firmly **refuse it or return it**, where it could reasonably be interpreted as a way to induce improper performance or to obtain or retain business, or a personal advantage in conflict of interest with the Local Company.

Without limited generality of the foregoing, any Gift to Employees is subject to all of the following conditions:

1. it is reasonable and proportionate in amount and in any case does not exceed the monetary cap equal to **200 € per gift per person per year** or the lower amount as set forth in the Country Specific Policy,
2. it is **recorded in the Local Company's register**, where available, with a detailed explanation together with evidence of written authorization as per the relevant Country Specific Policy.

Employees must **never accept financial gifts**, including **cash**, loans or other material financial favors.

Gifts offered to Employees' relatives or close friends by a third party which has, or may have a business relationship with the Local Company, must always be refused or returned.

Gifts of **trivial value** made by NTT DATA management to Employees or to categories or Employees **at specific events and/or religious holidays** (or at other important Local Company events) are permitted, in accordance with the relevant Country Specific Policy.

Any exception must be signed off in writing in accordance with Country Specific Policies or by the Local Company CEO and must be reported to the Compliance Team at local level.

### **11.3. Business-related Meals, Entertainment, Hospitality and Travel (Inbound and/or Outbound)**

Employees (but not relatives or friends of Employees) may, in the ordinary course of business, provide or accept **business meals, entertainment, hospitality** or **travel** of a **reasonable and proportionate amount** (including attendance at sporting or cultural events) provided that all of the following conditions apply:

1. it is associated to an occasion at which business is normally discussed,
2. it is not recurring,
3. it could not reasonably be interpreted as being for the purpose of inducing improper performance or obtaining or retaining business, or an advantage in the conduct of business for the Local Company,
4. it does not exceed the cap amount specified in EMEA Overarching Policy, whenever available, or the lower amount as set forth in the Country Specific Policy,

5. it is approved and adequately recorded and registered in the Local Company register, where available, and is in accordance with local statutory tax related provisions.

Any business meals, entertainment, hospitality or travel that falls outside of the permitted business meals, entertainment, hospitality or travel must be kindly turned down.

The NTT DATA EMEA Compliance Team may be called upon for assistance.

#### **11.4. Public Officials**

The laws and rules concerning doing business with Public Authorities and their Officials and employees are complex and very restrictive. Many countries have laws that significantly limit or prohibit the ability of their Government officials or employees to give or to accept gifts or business entertainment, hospitality or meals.

**Gifts, Financial or Other Financial Advantages, irrespective of the value, promised or made to any Public Official**, whether Foreign or not, and/or **to any Auditors**, whether internal or external, and/or to **any relatives or close friends** of such Public Official, Foreign Public Official or Auditors **are always strictly prohibited** unless prior written authorisation is obtained from the EMEA Compliance Team which will determine whether the proposed activity is permissible under applicable laws.

Without prejudice of the above provisions, business-related meals offered to **Public Official**, whether Foreign or not, and/or to any **Auditor**, whether internal or external, are **exceptionally permitted**, provided that:

- a) all of the conditions as set forth in clause 11.3 above shall apply;
- b) shall be promptly reported to the EMEA Compliance Team with detailed explanation together with evidence of payment;
- c) it is in compliance with the relevant local statutory constraints under applicable laws.

For the definition of Gifts, Financial or Other Advantages, please refer to the above section 3 (*Definitions*).

Paying, or offering to pay, a bribe or a kickback to anyone, for any reason, by any means, is strictly prohibited. Likewise, Employees may not solicit, agree to receive or accept a kickback or

bribe, in any form, for any reason.

The above is not limited to cash or other monetary payments. It includes any Gift, Financial or Other Advantage.

## **12. Sponsorships**

The sole aim of sponsorship activities shall be the grant of economic assistance for the purposes of engaging in their sporting, charitable, cultural, sporting or similar activities in return for a commitment from the said sponsored parties to collaborate in the Local Company's promotional activities, provided that there is a benefit, either direct or indirect, in terms of image, to the Local Company.

Sponsorship activities shall seek to strengthen the Local Company's activities and business, along with its brand.

In any case, specific approval level is required if the single sponsorship agreement exceeds the **cap as set forth in the internal EMEA Authorization Matrix** that is in force.



### **13. Donations to foundations, charitable institutions or not-for-profit organizations**

Any donations, contributions (“*Donations*”) that Local Company wishes to make, where applicable, to foundations, charitable institutions not-for-profit organizations and/or corporate social responsibility-related initiatives (“*Charitable Organizations*”) are generally permitted, subject to the fulfilment of all of the following conditions:

- a) there is a **benefit**, either direct or indirect, in term of image, to the Local Company,
- b) it could not reasonably be interpreted as being for the **purpose of inducing improper performance or obtaining or retaining business**, or an advantage, in the conduct of business for the Local Company,
- c) it does **not exceed the monetary cap set forth in the EMEA Authorization Matrix**, or the lower amount specified in Country Specific Policy,
- d) it is **tax deductible** in accordance with local statutory tax related provisions,
- e) it is **approved** in advance by the Local Company CEO,
- f) the NTT DATA EMEA Compliance Team is kept **informed**.

**Donations in cash are always prohibited.**

In any case, any Donation shall require, with the support by EMEA Legal & Compliance, a **prior check of the specific Charitable Organization**. In this sense, it shall be always necessary an internal assessment on the following circumstances and/or fulfilment of the following conditions:

- a) check on the current existence of the Charitable Organization, and its legal form, pursuant to the laws of the relevant country of establishment;
- b) check on the activities of the Charitable Organization, pursuant to its Articles of Association or the regulations by which said Charitable Organization is governed;
- c) high level assessment on the members of the Charitable Organization Board or Directors, in order to reasonably check that its members are not linked with any act that involves or may involve Corruption,
- d) proper registration, where required by local applicable law and available, in the relevant register, specifying the form in which such Donation has been made (i.e. bank transfer, bank check, etc.), keeping also the relevant documentation as evidence;
- e) evidence that a written request (electronic request is sufficient) and/or an offer for Donation has been respectively done to or received by Charitable Organization, describing in details its purpose and the nature of the activities of said Charitable Organization;
- f) written declaration by the Charitable Organization stating that such Donation has been

effectively used to comply with the charitable aims or not-for-profit purposes as part of the recipient Charitable Organization activities and as promoted in its Articles of Association or operational regulations;

- g) Donation shall be directly made to the Charitable Organization, specifying its entity name, provided that it is forbidden any Donations to any individual or private person.

Subject to the necessary adaptations according with the local applicable laws, a *template* of **declaration** by the relevant Charitable Organization in case of Donation is attached herewith as **Exhibit C**.

#### **14. Donations and contributions to Political Organizations, Trade Unions and Working Councils**

EMEA expressly undertakes to strictly comply with (and requires to Local Companies to act accordingly) any international, European Union and local applicable laws that may apply in all matters relating to the financing of political parties, campaigns and candidates, and/or of Union-related organizations and/or of Working Councils, as well as to collaborate with Courts and Public Prosecutors' offices in fighting Corruption in any form.

Local Company and its Employees **must not**, directly or indirectly, give, offer or promise any **Donations** or any **sponsorship** fee in any form, **to any Political and/or Union-related organizations and/or to any Working Councils**.

Exceptions **are subject to** EMEA Chairman Consent and to EMEA CEO Approval, always required irrespective of the amount, keeping the EMEA Compliance Team informed in advance.

## **15. Extortion and facilitation payments**

EMEA adopts a **Zero Tolerance approach to Facilitation Payments** (*in any form, whether direct, indirect or concealed*).

Any payments made by Employees or agents, except in the emergency circumstances outlined below, will be a violation of the Code and of this Anti-Corruption Policy.

Within the framework of the Companies activities, no behaviour or action shall be authorized that may constitute extortion and that seeks to achieve a benefit through the use of Bribery, violence or intimidation.

Similarly, except as expressly and exceptionally provided below in this section of the Anti-Corruption Policy, and insofar as permitted by the applicable law, the offer of **Facilitation Payments** to obtain or expedite the performance of commonly performed, routine, nondiscretionary Government action by a foreign government Official (note that facilitating payments are not permitted to U.S. Officials) **is strictly prohibited**.

Employees, or those performing services on behalf of the Local Company, are only permitted to make a Facilitation Payment in circumstances where they are exceptionally exposed to an immediate threat of loss of life, limb, or liberty. Once the immediacy of the situation has been resolved, the matter should be promptly reported to the EMEA Compliance Team.

Any identified Facilitation Payments should be accurately recorded in the financial records of the Local Company.

## **16. Influence peddling**

No Local Company Employee shall have a behaviour that could involve a potential crime of influence peddling and, therefore, have an influence on a Public Official, taking advantage of any situation arising from the personal relationship with this or any other Public Official in order to obtain a decision that could directly or indirectly bring a personal financial benefit or for EMEA and/or its Companies.

## **17. Relations with political parties/lobbies**

When taking public decisions, EMEA undertakes to comply with (and requires to Local Companies to act accordingly) all the specific international, European Union and local applicable laws that may apply in regard to lobbies and all the provisions relating to the public registers of lobbies and other pro-transparency mechanisms that are in place in the relevant country.

Similarly, EMEA undertakes to comply (and shall cause Local Companies to comply accordingly) with the legislation in force within the European Union (particularly the *Transparency Register*, established as a voluntary public register and operated jointly by the European Parliament and the European Commission), as well as to comply with the local applicable laws which are in force in each country in which it operates.

Companies shall not participate in any activities of pressure groups that lead to or may lead into criminal conduct such as Corruption or influence peddling.

In any case, if appropriate and lawful, the activity shall always comply with best practices and the principles of transparency and integrity.

## **18. Requests for clarification (to EMEA Compliance Team) and Whistleblowing Reports (via EMEA Whistleblowing Line)**

Any Employee or Supplier may request for information or clarification on this Anti-Corruption Policy and on Anti-Corruption-related matters by sending an email to the **EMEA Compliance Team** at the following address

[emea.compliance@nttdata.com](mailto:emea.compliance@nttdata.com)

Each Country Specific Policy will also specify the names and contact information of the country's local compliance team(s), if any.

In case you **suspect** or **discover** that a **Fraud, Bribery, Tax Evasion, Money Laundering or any other corporate offences under statutory laws** have occurred or are likely to occur in your Local Company, you are encouraged to use **NTT DATA EMEA external Whistleblowing Line** - available on EMEA Process Portal at the following link:

<https://emeaportal.nttdata-emea.com/SitePages/Home.aspx>

The NTT DATA EMEA Whistleblowing Line is a confidential and protected channel.

EMEA **will not** (and will cause each Local Company will not) **discipline, discriminate against or retaliate** against any Employee who submits a Whistleblowing Report (unless the Employee is found to have knowingly and wilfully or gross negligently made a false or misleading report).

### **Exhibits:**

- A) *Anti-Corruption Ethics and Compliance Handbook for Business - Business Guidance Instruments published by Secretariats of the OECD, UNODC, and World Bank on November 28, 2013.*
- B) *Template of Anti-Bribery Clause.*
- C) *Template of declaration by Charitable Organizations in case of Donation(s).*

**EXHIBIT A**

*Anti-Corruption Ethics and Compliance Handbook for Business*

*Business Guidance Instruments on Anti-Bribery*

Name of instrument	Year of adoption or revision	Scope	Adopted or Produced by
<p><b>1. Business Principles for Countering Bribery</b> <a href="http://www.transparency.org/global_priorities/private_sector/business_principles">http://www.transparency.org/global_priorities/private_sector/business_principles</a></p>	<p>First ed. 2003 2<sup>nd</sup> ed. 2009 (light revisions) The Business Principles for Countering Bribery, SME Edition; revised in 2013</p>	<ul style="list-style-type: none"> <li>- Covers bribes; political contributions; charitable contributions and sponsorships; facilitation payments; gifts, hospitality and expenses</li> <li>- Covers business relationships; human resources; training; seeking guidance; communication; internal controls and record keeping; monitoring and review; external verification and assurance.</li> <li>- 2013 edition also includes clauses and revised language on topics such as risk assessment, conflicts of interest, co-operation with authorities, facilitation payments, lobbyists and communication and reporting.</li> </ul>	<p>Multi-stakeholder group led by <b>Transparency International (TI)</b></p>
<p><b>2. Good Practice Guidance on Internal Controls, Ethics and Compliance</b> <a href="http://www.oecd.org/dataoecd/5/51/44884389.pdf">http://www.oecd.org/dataoecd/5/51/44884389.pdf</a></p>	<p>2010</p>	<ul style="list-style-type: none"> <li>- Supply-side of bribery of foreign public officials, but could be adapted to bribery in general.</li> <li>- Provides guidance on types of good practices that should be adopted for effective internal controls, ethics and compliance, such as regarding gifts; hospitality, entertainment and expenses; customer travel; political contributions; charitable donations; facilitation payments; and solicitation and extortion</li> <li>- Provides guidance regarding third-party due diligence; financial and accounting procedures; communication and training; disciplinary procedures; incentives; business partners; periodic reviews; actions by business associations and professional organizations</li> </ul>	<p>40 State Parties to <b>OECD Anti-Bribery Convention</b></p>
<p><b>3 Guidelines for Multinational Enterprises – Part VII on ‘Combating Bribery, Bribe Solicitation and Extortion’</b> <a href="http://www.oecd.org/dataoecd/43/29/48004323.pdf">http://www.oecd.org/dataoecd/43/29/48004323.pdf</a></p>	<p>2011</p>	<ul style="list-style-type: none"> <li>- Bribery of public officials and private sector business partners</li> <li>- No use of third parties, including business partners, to channel bribe payments</li> <li>- Adequate internal controls, ethics and compliance programmes for preventing and detecting bribery, based on regular risk assessment, including employee awareness</li> <li>- Prohibition or discouragement by companies of small facilitation payments</li> <li>- Due diligence for hiring of agents</li> <li>- Transparency and public commitment</li> <li>- No illegal contributions to candidates for public</li> </ul>	<p>42 Governments; <b>OECD</b></p>

		office or political parties or organisations	
<p><b>4. Integrity Compliance Guidelines</b> <a href="http://siteresources.worldbank.org/INTDOII/Resources/IntegrityComplianceGuidelines.pdf">http://siteresources.worldbank.org/INTDOII/Resources/IntegrityComplianceGuidelines.pdf</a></p>	2010	<ul style="list-style-type: none"> <li>- Incorporates standards, principles and components commonly recognized by many institutions and entities as good governance and anti-fraud and corruption practices.</li> <li>- Rules regarding risk assessment, internal policies (including due diligence, arrangements with former public officials, gifts and expenses, political and charitable contributions and facilitation payments), responsibilities of management, business partners, internal controls, training and communication, incentives, reporting, remediation and collective action.</li> </ul>	World Bank Group
<p><b>5. Principles for Countering Bribery</b> <a href="https://members.weforum.org/pdf/paci/principles_short.pdf">https://members.weforum.org/pdf/paci/principles_short.pdf</a></p>	2005	<ul style="list-style-type: none"> <li>- Covers bribery of public officials; political candidates, parties or party officials; or any private-sector employee</li> <li>- Implementation of effective programme to counter bribery; risk assessment</li> <li>- Principles regarding political contributions; charitable contributions and sponsorships; facilitation payments; gifts, hospitality and expenses; responsibilities of board of directors, etc.; business relationships; human resources; training; seeking guidance; communication; internal controls and audit; monitoring and review</li> </ul>	Developed by multinational task force of companies with the World Economic Forum's Partnering against Corruption Initiative (PACI), TI and Basel Institute on Governance
<p><b>6. Rules on Combating Corruption</b> <a href="http://www.iccwbo.org/advocacy-codes-and-rules/areas-of-work/corporate-responsibility-and-anti-corruption/ICC-Rules-on-Combating-Corruption/">http://www.iccwbo.org/advocacy-codes-and-rules/areas-of-work/corporate-responsibility-and-anti-corruption/ICC-Rules-on-Combating-Corruption/</a></p>	2011 ed. (first published in 1977)	<ul style="list-style-type: none"> <li>- Covers bribery of public officials, including at international level; bribery of a political party, party official or candidate; bribery of a director, officer, employee or agent of a private enterprise; extortion; solicitation; facilitation payments; agents and other intermediaries; joint ventures and outsourcing agreements</li> <li>- Rules regarding corporate policies; financial recording and auditing; responsibilities of board of directors, audit committee; follow-up and promotion of rules</li> </ul>	International Chamber of Commerce [ICC]



<p><b>7. APEC Anti-Corruption Code of Conduct for Business</b> <a href="http://www.apec.org/Groups/SOM-Steering-Committee-on-Economic-and-Technical-Cooperation/Task-Groups/~media/Files/Groups/ACT/07_act_codebrochure.ashx">http://www.apec.org/Groups/SOM-Steering-Committee-on-Economic-and-Technical-Cooperation/Task-Groups/~media/Files/Groups/ACT/07_act_codebrochure.ashx</a></p>	<p>2007</p>	<ul style="list-style-type: none"> <li>- Covers bribery in any form</li> <li>- Need to develop program articulating values, policies and procedures for preventing bribery in all activities under enterprise's effective control</li> <li>- Also covers charitable donations; gifts, hospitality and expenses; facilitation payments; political contributions; business relationships; communication; leadership; financial recording and auditing; human resources; monitoring and review; seeking guidance; training; organizations and responsibilities</li> </ul>	<p>APEC member economies</p>
<p><b>8. UN Convention against Corruption (UNCAC)</b> <a href="http://www.unodc.org/unodc/en/treaties/CAC/">http://www.unodc.org/unodc/en/treaties/CAC/</a></p>	<p>2005</p>	<p>Article 12 calls on the private sector to play an active role in the prevention of corruption.</p>	

**EXHIBIT B**  
**Template of Anti-Bribery Clause**

**Compliance with the Anti-Bribery Laws and Policies**

**1.1. Supplier shall:**

(a) comply with all applicable laws, statutes, regulations (“*Applicable Laws*”) as well as any anti-bribery and anti-corruption and anti-money laundering and anti-tax evasion legislation and including but not limited to applicable Bribery Acts (collectively referred as “*Anti-Bribery Requirements*”);

(b) not perform any activity, practice or conduct which would constitute an offence under the Applicable Laws and Anti-bribery Requirements;

(c) strictly comply with the NTT DATA EMEA and local NTT DATA company respective policies relating to anti-bribery and anti-corruption (“*Anti-Bribery Policies*”) which include *inter alia* (A) the relevant provisions of the NTT DATA EMEA Global Code of Business Conduct, including without limitations Exhibit A “Suppliers and Agents minimum standards of conduct” available at the following link\_\_\_\_<sup>1</sup>, (B) the EMEA Anti-Corruption Policy, available at the following link\_\_\_\_<sup>2</sup>and upon request to the EMEA Legal & Compliance Dept., and (C) the purchase procedures according with the local NTT DATA company policies;

(d) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the applicable Anti-bribery Requirements, as well as policies and procedures relating to accounting for financial transactions, training personnel and third parties due diligence, to ensure compliance with the Applicable Laws;

(e) not promise, nor offer nor grant any undue financial or other advantage which may violate Anti-Bribery Requirements;

(f) report promptly to local NTT DATA company any potential or effective breach of the Anti-Bribery clause;

(g) indemnify and keep local NTT DATA company harmless for any damages or costs that may arise from a breach of this Anti-Bribery Clause.

**1.2. Audit Rights.** Local NTT DATA company shall have the right to carry out audit, to examine and to make copies of all records relating to the contract, including any accounting, contractual and financial records and internal policies and procedures (“*Audit Rights*”). The Supplier must retain all records and accounts for the entire duration of the Agreement and for further years following the Agreement termination, according with the local applicable tax laws. The Audit

<sup>1</sup> [to insert relevant link to website where the NTT Data EMEA Global Code of Business Conduct is available].

<sup>2</sup> [to insert relevant link].

Rights shall be included in any contract that the Supplier signs with its subcontractors within the framework and term of the Agreement.

**1.3. Supplier Sub-contractor(s).** In addition, in the event Supplier engages sub-contractors or any other third parties that are providing, if any, services in relation to the Agreement, Supplier shall provide in the relevant sub-contract the same provisions as set forth in this Anti-Bribery clause. Supplier certifies also to have adopted adequate compliance measures to prevent any breach of this Anti-Bribery Clause by any of the subcontractors, whenever their engagement is permitted.

**1.4. Termination for Cause.** In the event of breach of any of the provisions under Section 1.1 and/or 1.2 and/or 1.3 above, local NTT DATA company shall be entitled to terminate for cause the Agreement with immediate effects.

**EXHIBIT C**  
**Template of Declaration by Charitable Organization in case of Donation(s)**  
*(to use in any case of permitted Donation)*

*[On Charitable Organization letter head]*

To: NTT DATA .....

.....

*[Local Company information]*

*[Place and date]*

**Subject:** Request for donation (“**Donation**”)

I the undersigned \_\_\_\_\_ *[first and last name]*, in my quality as legal representative of the Charitable Organization *[name of the relevant Charitable organization]* registered at *[identification number/tax ID number, if any, of the relevant Charitable Organization]* whose registered address is at.....

**WHEREAS**

The *[Charitable Organization]*

- a) is a not-for-profit organization, recognized/operating under the laws of ..... and established as *[to specify legal form, i.e. association, foundation, according with local applicable laws]*;
- b) is active and operates in the area of [.....], in particular promoting initiatives on..... as set forth in its Articles of Association attached herewith as Attachment A *[to provide the main area and activities in which relevant Charitable Organization is active, such as “in the area of the human rights, environment, children protection etc., and in particular is focused on the promotion of educational programs for women under 18 years old in war zone in the country of ....]*;
- c) In the event *[Local Company]* wishes to make a Donation to *[Charitable Organization]* for promoting the following activities *[to specify in details: reference period, place of execution of activities, specific project to promote, category of recipients]* (“**Project**”);

**HEREBY REPRESENT AND DECLARE THE FOLLOWING:**

- 1. The members of the *[Charitable Organization]* Board (“**Members**”) are as follow:
  - A) Mr/Mrs..... born on..... in .....domiciled in.....
  - B) Mr/Mrs.....born on.....in .....domiciled in.....

C) Mr/Mrs.....born on .....in .....domiciled in.....

2. To the best of my knowledge, the above Members neither are nor have been (a) subjects to criminal proceedings, (b) final criminal judgements, both (a) and (b) for crimes related to corruption of any kind (including without limitation bribery, tax evasion, money laundering);
3. Charitable Organization is neither currently involved nor has been involved in illegal activities for crimes related to corruption of any kind;
4. Charitable Organization has never received illegal funds by private or public organizations/entities of any kind;
5. It is further clarified that Donation as requested below will be used solely for the purposes as stated in the *[Charitable Organization]* Articles of Association or operational regulations and for the sole Project as above indicated.
6. Until the end of the activities carried out by using the Donation, and upon request of the *[Local Company]* I undertake to provide appropriate and full documentation as evidence of the correct use of the Donation in relation to the specific Project above.
7. In case of acceptance of this request of Donation:
  - a) I kindly ask to *[Local Company]* to provide to *[Charitable Organization]* with notice of such acceptance.
  - b) I will provide to *[Local Company]* the *[Charitable Organization]* bank account details.

I express my thanks to *[Local Company]* for the trust it has placed in us.

Best regards

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Attachment:  
A. *[Charitable Organization]* Articles of Association

## Change History

<i>Vers.</i>	<i>Date</i>	<i>Chapter</i>	<i>Description</i>
1	September 28, 2018	All	Approved by the Board of Directors of NTT DATA EMEA Ltd.