



01.02 Anti-Bribery and Anti-Corruption Policy

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The key words "**MUST**", "**MUST NOT**", "**REQUIRED**", "**SHALL**", "**SHALL NOT**", "**SHOULD**", "**SHOULD NOT**", "**RECOMMENDED**", "**MAY**", and "**OPTIONAL**" in this document are to be interpreted as described in [Best Current Practice – Key Words](#).

01.02 Anti-Bribery and Anti-Corruption Policy

Purpose

Fidelity National Information Services, Inc. and its subsidiaries (collectively, "Company" or "FIS") are committed to conducting business ethically and in compliance with all applicable laws. Our Code of Business Conduct and Ethics requires that the Company, its employees and anyone acting on behalf of the Company obey company policies and all applicable laws in any country where FIS operates, including specific anti-corruption laws.

The purpose of this FIS Anti-Bribery and Anti-Corruption Policy ("Policy") is to set forth the requirements that support the Company's compliance with applicable laws relating to bribery and corruption, including but not limited to the Foreign Corrupt Practices Act (U.S.) and the Bribery Act (UK) (referred to in this Policy as "Anti-Corruption Laws"). Anti-Corruption Laws make it illegal for the Company or anyone acting on the Company's behalf to bribe any person or entity or to accept a bribe from any person or entity. FIS has zero tolerance for any bribery or corruption and has implemented training and internal controls to proactively manage corruption risks. The Company is also **REQUIRED** to keep accurate and complete books and records and to maintain proper internal accounting controls.

Statement

This Policy and the Anti-Corruption Laws, the FIS Standard for Engagement with Third-Party Agents and the FIS Gifts and Entertainment Standard (collectively, "Anti-Corruption Standards") are **REQUIRED** to be followed by the Company's officers, directors, and employees (collectively, "employees"), contractors (referred to as "contractors"), and by consultants, joint ventures, agents, and sub-contractors (collectively, "affiliates").

Scope

This Policy extends to all of the Company's domestic and international operations, including operations conducted by each and every department and subsidiary. This Policy also extends to all of the Company's financial record-keeping activities and is integrated with the obligations to which the Company is already subject by virtue of the federal and state securities laws, including the U.S. Securities and Exchange Act of 1934.

Generally:

- Employees, contractors, and affiliates **MUST NOT** provide or offer to provide a payment or other incentive to anyone in exchange for gaining any sort of improper benefit. A payment or other incentive can be anything of value, not just cash, but also Business Gifts, services, job offers, loans, travel expenses and entertainment. A Business Gift is anything of value given or received from clients and others the Company does business with as the result of a business relationship, for which the recipient does not pay fair market value (referred to as "Business Gifts"). Employees, contractors, and affiliates **MUST NOT** offer anything of value in an attempt to improperly influence any person, regardless of whether they are in the private or public sector or are a government official. In addition, Employees, contractors, and affiliates **MUST NOT** accept anything of value in order to provide an improper benefit. For additional information regarding Business Gifts, entertainment and hospitality see the Gifts and Entertainment Standard within this Policy.

- FIS prohibits facilitation payments or “grease payments” offered to a person in government or other individual to secure or speed up a routine, *discretionary* government process or decision, such as expediting a license or permit. However, a narrow exception for facilitating or expediting payments exists if it’s made to further a routine government action that involves *non-discretionary* acts, such as expediting a passport.
- These rules apply to actions by third parties on the Company’s behalf to the same extent that the rules apply to actions of employees, contractors, and affiliates. For specific requirements regarding engaging third parties, see the FIS Standard for Engagement of Third-Party Agents within this Policy.
- All financial records **MUST** accurately reflect the substance of all transactions by or on behalf of the Company, regardless of the size of the transaction.

For additional details, please see the FIS Standard for Compliance with Anti-Corruption Laws within this Policy.

01.02.01 Responsibilities of All Company Employees and Contractors

An ethical culture is important to the Company and is an integral part of our core values. Annually, FIS highlights awareness campaigns through Yammer and our intranet, FIS & Me, that educates all employees and contractors on Anti-Corruption Standards. Every employee and contractor **MUST** read, understand, and comply with this Policy and the Anti-Corruption Standards. Annual certifications of compliance with this Policy will be **REQUIRED**, as will annual participation in Company Anti-Corruption training sessions.

Employees and contractors who learn of a violation or suspected violation of Anti-Corruption Laws are **REQUIRED** to take immediate action. If an employee or contractor suspects a violation of the law or FIS policy, it is their duty to report this wrongdoing by contacting their manager or the FIS Anti-Bribery Anti-Corruption (FABAC) Committee without delay via corporatecompliance@fisglobal.com. Managers notified of a violation or suspected violation of Anti-Corruption Laws **MUST** promptly escalate the matter to the FABAC Committee or the Ethics Helpline described in more detail below. **FIS does not tolerate any retaliation against anyone who, in good faith, reports a violation of FIS policy or law or cooperates with an investigation.**

If an employee or contractor prefers to remain anonymous (with certain exceptions in some European countries), violations or suspected violations **MAY** be reported to FIS’ toll-free Ethics Helpline or via the FIS Ethics Website www.fnisethics.com. These resources are available 24 hours a day, 7 days a week. Toll-free numbers for each country are provided in Appendix A to the [Code of Business Conduct and Ethics](#). The toll-free numbers are also listed on FIS’ Ethics Website. Please note, affiliates **MAY** also report violations or suspected violations of Anti-Corruption Laws via FIS’ Ethics Helpline or via the FIS Ethics Website www.fnisethics.com.

To report a potential security incident, employees and contractors **SHOULD** use the following link https://rmis.fnfis.com/fsirt_archer/. For urgent or critical security incidents, employees and contractors **MAY** call 414.357.FSIRT (3747) (U.S. and International).

If employees, contractors, or affiliates need guidance or have questions about this Policy, they **SHOULD** contact the Chief Compliance and Customer Advocacy Officer at corporatecompliance@fisglobal.com. If they do not have Internet access, they **MAY** send their concerns to:

FIS Anti-Bribery Anti-Corruption Committee

c/o Chief Compliance and Customer Advocacy Officer

Fidelity National Information Services, Inc.

601 Riverside Avenue

Jacksonville, Florida 32204

Nothing in this Policy prohibits any whistleblower from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission or various non-U.S. country equivalents, or making other disclosures that are protected under the whistleblower provisions of any applicable law or regulation. Whistleblowers are **NOT REQUIRED** to notify the company that they have made such reports or disclosures or obtain authorization from the Company to make such reports or disclosures.

01.02.02 Standard for Compliance with Anti-Corruption Laws

The purpose of this Standard for Compliance with Anti-Corruption Laws (“Standard”) is to establish standards for behavior to reduce the risk of the Company from violating applicable laws relating to bribery and corruption, including but not limited to the Foreign Corrupt Practices Act (US) (“FCPA”) and the Bribery Act (UK) (referred to in this Policy as “Anti-Corruption Laws”).

01.02.02.01 Summary of Anti-Corruption Laws

Anti-Corruption Laws generally make it illegal to bribe any person, including but not limited to business people and government officials, in order to obtain or retain business or to secure any improper advantage.

For purposes of this Policy, a “government official” means:

- any officer or employee of a state, local or federal government
- or any department, agency or instrumentality thereof (which includes a government-owned or government-controlled state enterprise)
- or of a “public international organization,” which includes such organizations as the World Bank, the International Finance Corporation, the International Monetary Fund, and the Inter-American Development Bank
- any person acting in an official capacity for or on behalf of a government or government entity or public international organization,
- any political party or party official, or any candidate for political office - thus, government officials include not only elected officials, but also consultants who hold government positions
- employees of companies owned or controlled by governments, political party officials and others.

01.02.02.02 Forms of Bribery or Corruption

Anti-Corruption Laws prohibit both direct and indirect bribes.

A bribe is anything of value given to an individual or their family member in an attempt to affect a person’s actions or decisions in order to gain or retain a business advantage. Bribery and corruption can take many forms, including but not limited to cash or Business Gifts, inflated commissions, securing a a job opportunity or school admission, fake consultancy agreements, unauthorized rebates, or political or charitable donations.

Also, common business practices, if abused, can be construed as bribes. For example, excessive or inappropriate entertainment, paying for the travel of spouses or family members, or inappropriate non-business related travel. In some

cases, the offering of inducements is unlawful, even if the inducement is not accepted. Giving, offering, requesting and receiving a bribe are all forms of corruption. For further information, please review the FIS Gifts and Entertainment Standard within this policy.

01.02.02.03 Record-Keeping, Accounting, and Payment Practices

The record-keeping provisions of Anti-Corruption Laws **REQUIRE** the Company to keep its books, records and accounts in reasonable detail, accurately, and such that they fairly reflect all transactions and dispositions of assets.

Thus, Anti-Corruption Laws prohibit the mischaracterization or omission of any transaction on a company's books or any failure to maintain proper accounting controls that result in such a mischaracterization or omission. Keeping detailed, accurate descriptions of all payments and expenses is crucial for compliance purposes.

Accordingly, employees and contractors **MUST** follow applicable standards, principles, laws and Company practices for accounting and financial reporting. In particular, employees and contractors **MUST** be timely and complete when preparing all reports and records **REQUIRED** by management. Prior to paying or authorizing a payment on behalf of the Company to or for the benefit of any person or entity, and in particular a government official, employees and contractors **SHOULD** be sure that no part of such payment is to be made for any purpose other than that to be fully and accurately described in the Company's books and records. Employees and contractors **MAY NOT** create an undisclosed or unrecorded account of the Company for any purpose. False or artificial entries **MAY NOT** be made in the books and records of the Company for any reason. Finally, personal or Third-Party funds **MAY NOT** be used to accomplish what is otherwise prohibited by Company policy.

01.02.02.04 Risk Assessment

Annually, the Company conducts a Risk Assessment which is designed to assess the nature and extent of the inherent risks related to bribery and corruption to which the Company is exposed, and the effectiveness of controls designed to mitigate those risks. Some areas of the business **MAY** be more susceptible to acts of corruption and therefore pose a higher risk. Risk Assessment considerations include, but are not limited to:

- Countries the business conducts business in or plans to conduct business in
- Government or government-controlled clients
- Third parties and their corresponding business models, i.e., reseller, distributor, referral agent, etc.
- Gifts/Hospitality/Entertainment provided to government officials

The business **MUST** comply with FABAC's annual Risk Assessment by providing the requested information in a timely manner. The output of the Risk Assessment is shared with Senior Management to ensure appropriate actions are taken to mitigate areas of concern.

01.02.02.05 Due Diligence and Selection of Third Parties and Business Partners

The Company frequently comes into contact with government officials and business people while attempting to secure or renew business opportunities. The manner in which the Company **MAY** obtain or retain business, whether through:

- (a) submission of a winning bid;
- (b) direct negotiation with a prospective client;
- (c) joining an existing concession;

(d) negotiating a joint venture; or

(e) engaging a Third Party as an agent or reseller,

will often create an environment in which the risk of bribery or other corrupt behavior is increased. The Company is dedicated to the dynamic and profitable expansion of its operations worldwide. The Company **SHALL** compete for all business opportunities vigorously, fairly, ethically, and legally, and **SHALL** negotiate contracts in a fair and open manner. Regardless of any pressure exerted by local custom in a particular region, the Company **SHALL** conduct business using only legal and ethical means.

The Company **MAY** be liable for improper payments made by its agents or other business associates. Accordingly, corrupt behavior is not excused by inserting a Third Party between the Company and the prospective client or government official. Nor is the Company excused where such behavior was not sanctioned by the Company, but it knew or **SHOULD** have known that the agent or business associate it employed was likely to engage in such activity based on readily available information. Thus, the Company's Anti-Bribery Anti-Corruption Policy and Standards **MUST** extend to the activities of the Company's agents, consultants, representatives and business partners, particularly those third parties that are in a position to violate Anti-Corruption Laws (individually "Third Party" and collectively "Third Parties"). The Company **SHOULD** be careful to avoid situations involving Third Parties that might lead to a violation of Anti-Corruption Laws. Therefore, prior to entering into an arrangement with any Third Party who **MAY** act on behalf of the Company in a country or territory outside of the United States, the United Kingdom, and Ireland, the Company will perform a due diligence investigation and obtain assurances of compliance with the provisions of Anti-Corruption Laws. **It is important to note that the responsibility for the initiation of this process lies with the sales representatives or the business manager for the region in which the Third Party will be engaged.** For specific requirements regarding engaging Third Parties, see the FIS Standard for Engagement of Third-Party Agents within this Policy.

The Company's procedures are designed such that employees and contractors will exercise due care to refrain from delegating substantial discretionary authority to individuals, within or outside the Company, who an employee or contractor knows, or **SHOULD** know through the exercise of reasonable due diligence, **MAY** engage in illegal activities. Company employees and contractors **MUST** follow the Company's requirements governing investigating, pre-qualifying, certifying and entering into agreements with Third Parties who will act on behalf of the Company in transactions. A Third Party **MAY** be selected only after careful consideration of appropriate information. The Third Party **MUST** agree to appropriate monitoring and audit procedures by the Company or its designee.

In the event the Company merges with or acquires another company, the Company will review and evaluate all existing Third-Party relationships with the acquired or merging company to bring about prompt compliance of the merged or acquired company with this Policy, the Anti-Corruption Standards and the requirements of Anti-Corruption Laws. In some cases, it **MAY** be determined that the acquired company's due diligence and approval procedures regarding Third Parties were sufficiently robust and similar to those of FIS that exceptions to this Policy **MAY** be approved by the FABAC Committee to permit continuation of relationships with Third Parties as previously approved by the acquired or merged entity where doing so is determined by the FABAC Committee to be appropriate.

All contracts and contract renewals within the scope of the Anti-Corruption Laws with Third Parties will contain:

1. Provisions that represent that the parties have not engaged in and will not engage in activities which violate applicable Anti-Corruption Laws
2. An agreement that the Third Party **SHALL** provide the Company with audit rights and
3. Termination if there is violation of such undertakings, representations, or agreements.

Any exceptions to such requirements **MUST** be approved by the FABAC Committee.

Further, the Company **MAY** request that a Third Party's personnel involved in the business activities submit to a reasonable level of remote access anti-bribery/ anti-corruption training. Such training will be provided at the Company's cost but is not chargeable by the Third Party for the time required to undertake the training. In addition, the Company may require an annual certification by the Third Party of its compliance with all applicable anti-bribery and anti-corruption laws, as appropriate. In some instances, a Third Party may have their own anti-bribery/anti-corruption training in addition to an established compliance program and comparable policies. The Committee has the discretion to exempt such Third Parties from training and/or certification, if applicable on a case-by-case basis.

Failure to follow the Company's requirements regarding Third Parties **MAY** subject an employee or contractor to disciplinary action up to and including termination, and potential criminal sanctions.

01.02.02.06 Penalties

Anti-Corruption Laws are generally criminal statutes, and impose severe criminal sanctions and liability on individuals and corporations that fail to comply with their provisions.

The Company is prohibited by the FCPA from indemnifying employees, contractors, or other individuals acting on the Company's behalf from any personally-imposed fines.

In addition to civil and criminal penalties, a person or company that violates the FCPA **MAY** be precluded from doing business with the U.S. Government. Other penalties include denial of export licenses and debarment from programs under the Commodity Futures Trading Commission and the Overseas Private Investment Corporation.

In addition to criminal or civil sanctions by government agencies, violations of Anti-Corruption Laws and/or this Policy will also result in discipline by the Company that **MAY** include termination of employment.

01.02.02.07 FIS Anti-Bribery and Anti-Corruption (FABAC) Committee

The Company has established and will maintain an Anti-Bribery Anti-Corruption Committee ("Committee"). The Committee is comprised of the Company's Chief Compliance and Customer Advocacy Officer and such other FIS employees as the Chief Compliance and Customer Advocacy Officer and the then current FABAC Committee **SHALL** designate. The Committee **MUST** oversee this policy, its standards and procedures. The Committee **SHALL** adopt and enforce monitoring and auditing systems reasonably designed to monitor conduct of the Company's employees, contractors and any person or company, including the authority to retain outside counsel, investigators, and independent auditors to conduct investigations and audits. In addition, the Committee **MAY** modify the procedures adopted pursuant to the Policy and **MAY** make modifications or grant exceptions to the Policy as determined reasonably appropriate.

Additionally, the Committee supervises and reviews:

- (i) all existing Third Parties for purposes of business development in a jurisdiction outside of the United States, the United Kingdom, and Ireland and,
- (ii) the retention of any new person or company for purposes of business development in a jurisdiction outside of the United States, the United Kingdom, and Ireland.

The Committee **SHALL** review the adequacy of the due diligence performed in connection with the selection of the Third Party, any subsequent due diligence relating to the continued suitability of the person/company, and any due diligence in

connection with the proposed retention of those relationships for purpose of further business development. The due diligences conducted to verify that this oversight is effective will be maintained in the Committee's files.

01.02.03 Standard for Engagement with Third-Party Agents

The purpose of this Standard for Engagement of Third Party Agents ("Standard") is to establish approval levels and an implementation process to reduce the risk of the Company in engaging a Third party who is likely to provide an improper inducement in violation of applicable U.S. and international government anti-bribery or anti-corruption laws (collectively, "Anti- Corruption Laws").

01.02.03.01 Scope of Standard

This Standard applies to any engagement by the Company, directly or indirectly, of any Third Party who will interact with prospective clients or government officials on behalf of the Company anywhere in the world other than the United States, the United Kingdom, or Ireland.

Examples of the selected international Third Parties the Committee reviews include, but are not limited to:

- Any partner
- Agent
- Reseller
- Distributor
- Individual or entity that presents or sells, or facilitates a sale, of products or services to clients
- Anyone who is in a position to influence a buying decision by clients for FIS products or services
- Prime contractor
- Individual or entity that interacts with government officials on behalf of FIS
- Individual or entity that has or is believed to have participated in corrupt payments
- Individual or entity that performs services in a high-risk country NOTE: Some Third Party service providers may not be applicable depending on their role and presence or lack thereof regarding government interaction
- Individual or entity that helps FIS obtain licenses or permits
- Custom House Agent (CHA)
- Individual or entity that assists with the collection of amounts due from the government or quasi-government entities
- Individual or entity that assists with the planning of events in China
- Charity

It is understood that there are other Company policies or guidelines governing the engagement of Third Parties. In regards to the hiring of third parties who **MAY** interact with prospective clients or government officials on behalf of the Company outside of the United States, the United Kingdom, and Ireland, this Standard **SHALL** control. Questions **SHALL** be referred to the FABAC Committee via corporatecompliance@fisglobal.com.

01.02.03.02 Background

As previously discussed above, Anti-Corruption Laws prohibit payments of anything of value directly or indirectly to an individual or entity to secure an improper business advantage or otherwise to obtain or retain business. The Company, its employees, contractors, and affiliates **MAY** be liable for inappropriate payments made by a Third Party -- such as a distributor, subcontractor, consultant, agent, or joint venture partner -- of anything of value to any person even if the Company does not actually know of the payment.

In addition, Anti-Corruption Laws in some instances **MAY** restrict the Company's ability to do business directly with government officials or with private companies wholly or partly owned by a government official or in which a government official has a beneficial interest. For example, granting a contract, particularly one on favorable terms, to a company in which a government official holds an ownership interest could be viewed as a prohibited payment under Anti-Corruption Laws.

Third Party interactions with government officials on behalf of the Company can occur in a wide variety of activities including bidding for or performing prime or subcontractor services under government contracts and contracts with government-owned entities, and business development with government-owned or controlled entities.

It is important to note that while the FCPA concentrates on illegal payments to government officials, many applicable Anti-Corruption Laws are wider in scope and prohibit illegal payments to any person or entity. FIS is subject to both the FCPA and other applicable Anti-Corruption Laws including but not limited to the UK Bribery Act.

Two of the most important steps the Company can take to protect itself from liability for improper payments made by Third Parties who interact with prospective clients or government officials are:

- choose carefully its business partners, agents, consultants, contractors, finders, and other Third Parties and to identify in advance any concerns that a proposed relationship **MAY** raise. This includes determining if a person with a history of bribery or corruption of a government official maintains an ownership or other beneficial interest in the person or company. Thus, the Company is issuing this Standard and implementing a process to protect itself from high-risk relationships and potential legal violations arising from any Third Party actions; and
- be aware that it is quite common to have government involvement in international financial institutions and other traditional FIS clients, and so it is not appropriate to assume otherwise without investigating.

It is against Company policy and many Anti-Corruption Laws to bribe any businessperson, directly or indirectly, regardless of whether the person is a government official. Employees and contractors **MUST NOT** violate any such laws or engage any Third Party agents that **MAY** violate such laws. Employees and contractors responsible for the engagement of Third Parties **SHOULD** use the procedures outlined in this Standard. If an employee or contractor has any questions about the application of the anti-bribery provisions in general, or the use of these Standard requirements, then they **SHOULD** consult with a member of the FABAC Committee via corporatecompliance@fisglobal.com.

01.02.03.03 When is Approval Required?

This Standard requires that each Third Party, person or company, be approved prior to entering into any agreement under which the Company is engaging a Third Party outside of the United States, the United Kingdom, or Ireland to act on its behalf in relation to a prospective client or government official. All such Third Parties **MUST** be approved first by the Managing Director of the appropriate international region or the equivalent of the relevant business group and finally by the Committee. To assist in determining if an Third Party **SHOULD** be reviewed by the FABAC Committee, please refer to the

[FABAC Third-Party Submission Decision Chart](#). If a review is deemed necessary, contact the FABAC Committee at corporatecompliance@fisglobal.com to begin the process. All such approvals **SHALL** be made in writing.

*Please note, the Committee has the discretion to review any business transactions the Company is proposing to directly enter into with government officials or companies wholly or partly owned by a government official, or a close relative of an official. Any transactions with a government official with responsibility for decisions specifically affecting the Company, or with any high-ranking government official (e.g. cabinet member, minister, or top official in a state-owned company) **MUST** also be approved in advance by the Committee.*

01.02.03.04 Procedures for Obtaining Approval of Third Parties

An employee or contractor wishing to engage a Third Party subject to this Standard **MUST**, in coordination with the relevant regional Managing Director or the equivalent of the relevant business group and the Committee, conduct a due diligence review and background check on the Third Party.

To facilitate these and promote consistency in their content, the Company has established an approval process that requires submission of certain documents. Employees and contractors **MAY** refer to the FABAC Third-Party Submission Instructional Cover Sheet form located in the FIS & me Corporate Compliance [FABAC Program Section](#) for submission guidance. Prior to the initiation of the Committee’s approval process, the following documentation **MUST** be submitted to the Committee for the **RECOMMENDED** Third-Party.

- A completed Third-Party Questionnaire with supporting documentation
- A completed Report on Third-Party Candidate with supporting documentation, reviewed and approved by the Managing Director of the appropriate international region or the equivalent of the relevant business group
- A non-disclosure agreement or equivalent protection, at the discretion of the Committee and
- A fully negotiated, non-executed agreement with the Third Party.

Required Document	Description	Document Location
Third-Party Questionnaire	A form intended to capture the type of information REQUIRED to evaluate the fitness of the proposed Third Party, and it is to be completed by the Third Party.	Form Available- FIS & me Corporate Compliance FABAC Program Section Non-Reseller Form Available – Only from FABAC upon assignment Short Form Available (for large publicly-traded companies) – Only from FABAC upon approval from the FABAC Committee
Report on Third-Party Candidate	This form is to be completed by the employee or contractor proposing the retention of the Third Party and approved by the relevant Regional	Form Available- FIS & me

	Managing Director or the equivalent of the relevant business group.	Corporate Compliance FABAC Program Section
Standard Contractual Clauses for Third-Party Agreements	A standard anti-corruption and audit provision that needs to be included in the unsigned business agreement between FIS and the Third Party (for example, distribution agreement, etc.) The unsigned fully negotiated draft agreement MUST be included in the submission.	Provisions Available- FIS & me Corporate Compliance FABAC Program Section
Non-Disclosure Agreement	The Third Party MUST execute and return to the Company the non-disclosure agreement prior to the disclosure of any Company confidential information to the Third Party. In certain instances, the Committee MAY waive this requirement if there is a previously executed agreement with contains confidentiality provisions consistent with the Non-Disclosure Agreement. NOTE: There is a preferred FABAC NDA version available on FIS & me. The Committee MAY chose to waive having this specific NDA version if another NDA was previously signed or if the Standard Contractual Clauses for Third-Party Agreements are included in the draft unsigned contract.	Form Available- FIS & me Corporate Compliance FABAC Program Section
Third-Party Annual FABAC Certification	The Third Party MUST execute and return this form on an annual basis during the approval period. The Committee MAY waive this requirement as well as anti-corruption training if the Committee determines that sufficient documentation of the Third Party's own anti-corruption policies, training and practices exists.	Form Available- FIS & me Corporate Compliance FABAC Program Section
FIS Policy Statement on Global Anti-Bribery and Anti-Corruption Prevention	This Policy Statement will be made available to the Third Party in connection with the Third Party Annual FABAC Certification through online completion. The Statement is FIS' expectations of the Third Party's conduct. Currently, the statement is available in Chinese, Portuguese and Spanish.	Form Available- FIS & me Corporate Compliance FABAC Program Section

Any Third Party engaged under the scope of this Standard **SHALL** be directed via the Third-Party Questionnaire, within the Certification, to review our FABAC Policy on <http://www.fisglobal.com/> within the Investors/Corporate Governance section. Each such Third Party **SHALL** agree as part of the terms of engagement to comply with the FIS Anti-Bribery and Anti-Corruption Policy. Approved Third Parties chosen to electronically sign an annual certification of the FIS Policy Statement on Global Anti-Bribery and Anti-Corruption Prevention will be provided this statement via a link to download the Statement when certifying.

No work **MAY** be completed by a Third Party until their approval has been secured in writing from the Committee. The form of this writing is an approval email from the Chairperson of the Committee or their designee sent to the appropriate parties. This approval email includes, if applicable:

- Directions to provide the name and email address of the Third Party employee who has the authority to electronically sign the Third-Party Compliance Annual Certification on the Third Party's behalf. The Third Party will provide, if required, the name(s) and email address(es) of the individual(s) who is providing the services on behalf of FIS to the client to be assigned training.

If for some reason the electronic version of the certification and/or training is unavailable, a manual signature certification or manual training test can be completed and recorded in the Reg-U training system. Entities that have been approved by the Committee will be asked to electronically sign the Certification of Compliance on request by the Company and will be **REQUIRED** to renew this Certification on an annual basis as long as the Third Party is approved. The Committee **MAY** waive or modify this requirement if the Committee determines that sufficient documentation of the Third Party's own anti-corruption policies and practices exist. In addition, the Committee **MAY** decide to waive the annual certification the year the Third Party is approved. Such waivers, if decided by the Committee, will be communicated in the approval email relating to the Third Party.

All employees and contractors involved in the process are expected to act promptly so that the due diligence process will not delay business negotiations and operations. The Committee will act as pragmatically as possible to ensure that the Company is sufficiently protected and that the negotiations are not unduly delayed.

Any unresolved issue regarding the legal or business risks of retaining a particular Third Party hereunder **SHALL** be addressed in coordination with the relevant Managing Director of the international region or the equivalent of the relevant business group, and if necessary the Company's Chief Compliance and Customer Advocacy Officer or, ultimately, the Committee.

In addition to this **REQUIRED** documentation, the Committee **MAY** consult counsel to confirm the consistency of any proposed agreement with all applicable laws, including any applicable anti-corruption laws and, in the case of transacting with a government official (or a company in which a government official has an ownership or other beneficial interest), any local laws restricting government officials from engaging in commercial activities. At the discretion of the Committee, in consultation with the Chief Legal Officer or his or her designee, the Committee **MAY** also consult counsel for advice regarding any risks posed by the proposed agreement under Anti-Corruption Laws.

The Committee **SHALL** have the discretion to require more or less in the way of disclosure during the above approval process, depending on the circumstances in each case and taking into account:

- the country or region in which the Third Party resides or will be doing business
- the nature of the business that the Third Party will be undertaking on behalf of the Company
- whether the Third Party is a wholly owned subsidiary of a company which is itself subject to the FCPA or the Bribery Act (UK)
- whether the Third Party has sufficient anti-corruption processes in place
- whether there are sufficient contractual safeguards in place
- and whether there is credible preliminary evidence to suggest that the Third Party at issue and its proposed clients do not represent a significant risk of corruption or bribery and that further submission materials are **NOT REQUIRED**.

If the employee or contractor involved in the engagement obtained approval of the Third Party from the Committee in the past, resubmission to the Committee is only **REQUIRED** if the approval has expired or the employee or contractor has knowledge or reason to believe the Third Party has participated in corrupt payments since the last approval by the Committee.

In addition, if the approval email specifies the approval is only valid for the activity described in the submission, then **any new activity MUST be presented to the Committee with a new Report on the Third-Party Candidate describing the new activity, together with the proposed unsigned negotiated new contract containing the Standard Contractual Clauses for Third-Party Agreements.**

01.02.03.05 Procedures for Obtaining Reapproval of Previously Approved Third Parties

FIS is committed to maintain the highest standards of business conduct and ethics worldwide and is why the Committee routinely reviews approved Third Parties. The review validity period will be communicated in the Third Party's approval email from the Committee Chairperson or his/her designee. The review period is typically three years (36 months), but **MAY** be less as directed by the Committee. In addition, the Committee **MAY** choose to periodically review any approved Third Party at their discretion, and **MAY** therefore change the approval expiration date at any time. The review package is typically sent to the approved Third Party within sixty (60) days or less before the approval expiration date. A FABAC Approved Third Party Review Package Instructional Cover Sheet form is available in the FIS & me Corporate Compliance [FABAC Program Section](#) for submission guidance.

The following documents **MUST** be returned to FIS to be reviewed by the Committee before the Third Party's approval expiration date:

- FABAC Approved Third-Party Review; and
- A copy of the signed agreement with the Third Party

Work **MAY NOT** continue by the Third Party past the approval expiration date unless the renewed approval of the Third Party has been secured in writing from the Committee. An extension **MAY** be permitted by the Committee if the reapproval process is still active and underway.

Required Document	Description	Document Location
FABAC Approved Third-Party Review	New questionnaire to be filled out by the Third Party to update information.	Form Available- FIS & me Corporate Compliance FABAC Program Section Short Form Available (for large publicly-traded companies) – Only from FABAC upon approval from the FABAC Committee

<p>Standard Contractual Clauses for Third-Party Agreements</p>	<p>A standard anti-corruption and audit provision SHOULD be included in the signed business agreement between FIS and the Third Party. If not, an amendment MUST be executed to include such. The signed business agreement MUST be included in the submission.</p>	<p>Provisions Available- FIS & me</p> <p>Corporate Compliance FABAC Program Section</p>
<p>Third-Party Annual FABAC Certification</p>	<p>The Third Party MUST execute and return this form on an annual basis during the approval period. The Committee MAY waive this requirement if the Committee determines that sufficient documentation of the Third Party's own anti-corruption policies and practices exists or as otherwise decided by the Committee. This form MAY be assigned and completed by the Third Party electronically, or completed manually with the completion recorded in the Reg-U training system.</p>	<p>Form Available- FIS & me</p> <p>Corporate Compliance FABAC Program Section</p>
<p>FIS Policy Statement on Global Anti-Bribery and Anti-Corruption Prevention</p>	<p>This Policy Statement will be made available to the Third Party in connection with the Third Party Annual FABAC Certification. It can be provided either manually or made available to the Third Party to download when they electronically signs the annual FABAC Certification on the Reg-U system. The Statement is FIS' expectations of the Third Party's conduct.</p>	<p>Form Available- FIS & me</p> <p>Corporate Compliance FABAC Program Section</p>

01.02.03.06 Third-Party Process Exceptions

The Committee **MAY** grant exceptions to the requirements for the documentation **REQUIRED** to be submitted pursuant to this Standard. All such exceptions will be documented in writing.

No exceptions **SHALL** be granted for the requirement that all Third Parties subject to this Standard be approved by the relevant regional Managing Director or the equivalent of the relevant business group and the Committee.

01.02.04 Gifts and Entertainment Standard

Business Gifts

The purpose of this Standard is to recognize FIS' responsibility to maintain good relationships with its clients and others with whom the Company does business, while at the same time preventing gift-giving from interfering with and inappropriately influencing FIS' employees, contractors, and its business. The Standard is designed to assist employees and contractors in making the right decisions regarding giving or receiving Business Gifts, hospitality and/or entertainment during the course of conducting business on FIS' behalf. A Business Gift is anything of value given or received from clients and others the Company does business with as the result of a business relationship, for which the recipient does not pay fair market value. The Standard will also explain the documentation process of utilizing the FIS Gifts and Entertainment Registry. The Registry link is found on FIS & me on the [Code of Business Conduct and Ethics webpage](#).

For any Business Gifts, hospitality or entertainment to be provided in or relating to business in China, see also the FIS China Entertainment and Marketing Expenses Guideline found on FIS & me under the Corporate Compliance section. In the event of a conflict between this Standard and the FIS China Entertainment and Marketing Expenses Guideline, those rules **SHALL** control with respect to any Business Gift, hospitality or entertainment to be provided on behalf of FIS in China.

Employee Gifts

An Employee Gift is anything of value given to employees or contractors by the Company that is purchased with Company funds, loyalty points or similar cash equivalent (referred to as “Employee Gifts”). Employee Gifts are **NOT REQUIRED** to be entered into the FIS Gifts and Entertainment Registry. Some of these Employee Gifts **MAY** be subject to local or federal taxes for which the employee or contractor is responsible, and the employee or contractor **MAY** be **REQUIRED** to fill out and submit the Employee Gift, Prize, or Award Reporting Form. Please see the [Employee Gifts, Prizes, and Awards Policy](#) found on FIS & me, for further details.

*Please note, if a gift is given by an FIS employee or contractor, to another FIS employee or contractor and is purchased with personal funds, this purchase is **NOT REQUIRED** to be entered in the Gifts and Entertainment Registry.*

01.02.04.01 Requirements Summary

No employee or contractor, either personally or on behalf of the Company, will directly or indirectly request, accept, offer or give money, Business Gifts, hospitality, entertainment or loans, or participate in any other preferential treatment in dealing with any current or potential Company suppliers, contractors, or clients except in accordance with the requirements of this Standard. The information contained within this Standard will apply at all times and does not change during traditional gift-giving seasons or during the planning of a Company event. For additional information on entertainment, please also review the [Global Travel, Entertainment, and Business Expense Reimbursement Policy](#) found on FIS & me. *Please note, not every circumstance can be anticipated or described here in relation to Business Gifts, hospitality and entertainment.*

Generally, employees and contractors need to know:

- Even if a Business Gift would otherwise fall within the acceptable **nominal gift values** designated in this Standard, employees and contractors **MAY NOT** give or accept any Business Gift, service or entertainment if they reasonably believe that such Business Gift, service or entertainment **MAY** be intended to inappropriately influence business judgment, obligate the person or entity offering or accepting such item or otherwise affect decisions relating to such person or entity.
- Business Gifts, hospitality and entertainment to be offered or provided to a **government official**, regardless of value, either given or received, are to be registered and approved through the FIS Gifts and Entertainment Registry.
 - The only exception to that mandatory registration requirement is for certain Business Gifts, hospitality, and entertainment provided to government officials of **China**. When “designated employees” of FIS China provide Business Gifts, hospitality and entertainment to government officials of China strictly in accordance with the established pre-approved limits, then the Business Gift, entertainment or hospitality does not need to be registered in the FIS Gifts and Entertainment Registry. Such pre-approved limits are set forth in the FIS China Entertainment and Marketing Expenses Guideline.
- All Business Gifts, hospitality and entertainment **valued over \$75.00 USD** to any person(s), either given or received, are to be registered and approved through the FIS Gifts and Entertainment Registry.

The link for the Registry can be located on FIS & me on the [Code of Business Conduct and Ethics webpage](#). This **SHOULD** be done before either accepting or giving the item in question.

It is prohibited for any employee or contractor to authorize or permit any person, including a vendor, agent or other Third Party, to provide or offer Business Gifts, entertainment or hospitality to any client that would be in violation of this Standard. If any employee or contractor becomes aware of any such Business Gift, entertainment or hospitality offered, given or proposed by a vendor, agent or other Third Party with relationship to FIS business that would violate this Standard, that information **MUST** be reported promptly to the FIS Chief Compliance and Customer Advocacy Officer.

01.02.04.02 Definitions

Business Gift

As defined above, a Business Gift is anything of value given or received as the result of a business relationship, for which the recipient does not pay fair market value. A Business Gift can be in any form. Business Gifts include not only material goods, but also services, favors and promotional premiums or discounts. Examples of Business Gifts include, but are not limited to, the following:

- Tickets to cultural and sporting events (i.e., theater, opera, museum, etc.) without the attendance of the supplier or client
- Discounts not available to the general public
- Loans
- Stocks
- Use of a vacation home property
- Compensation
- Offers of future employment or for the employment of a family member
- Personal services such as chauffeurs, chefs, or home decorating
- Donations to a client or client's employees' charitable foundations or political groups
- Facilitating or securing the acceptance of another's child to a private school
- Gift certificates
- Gift cards
- Use of another company's plane or accommodations
- Travel and travel accommodations for business or vacation purposes
- "All expense paid" trips
- Golf green fees
- Promotional items
- Vendor product samples for personal use
- Food
- Wine/alcohol
- Non-business travel

- Any other merchandise or services

Non-gift items

The following are items that are not considered Business Gifts. These items **MAY** be accepted or given within reason. Depending upon the circumstances, if employees and contractors believe any of these items **MAY** be intended to: (a) influence business judgment; (b) to obligate the person or entity offering or accepting such item; or (c) if an employee or contractor believes the item **MAY** otherwise affect the decisions of the person or entity giving or receiving such items, they are to refrain from giving or accepting such non-gift items. Items that will not be considered Business Gifts and for which no preapproval is **REQUIRED** under this Standard are:

- Continuing professional education or development opportunities
- Reasonable meals provided by or paid for by vendors or suppliers during traditional business hours where business discussions or negotiations are the main purpose
- Mementos or other similar awards provided or paid for by vendors in recognition for service on a particular matter where such memento or award has no intrinsic value
- Invitations to Industry events and marketing where multiple clients or potential clients are invited or which are open to the public
- Promotional items of modest value under US \$10.00 bearing the Company's permanently affixed logo, such as a pen, coffee mug, or calendar

Hospitality and Entertainment

Hospitality and entertainment are frequently an important part of building relationships with representatives of clients, vendors and others that are important to FIS business. Hospitality and entertainment are meals and events that employees and contractors attend with the representatives of the client, vendor or other party. No preapproval is **REQUIRED** under this Standard for such business hospitality and entertainment which is **reasonable and not provided to government officials**. Examples of business hospitality and entertainment for which preapproval is **NOT REQUIRED** include, but are not limited to, the following:

- Having lunch or dinner with a person with whom an employee or contractor is discussing a business transaction for FIS
- Inviting a client or vendor to join an employee or contractor for a sporting or cultural event
- Hosting a meeting between an employee's or contractor's team and a client's team to celebrate a project completion
- Hosting a representative of a client or vendor for a round of golf, a tennis match or similar

If the provider of the meal or tickets does not attend the event with the recipient, the event tickets or other hospitalities are considered to be a Business Gift and subject to the provisions of this Standard for exchanging Business Gifts. Even if the ticket or hospitality provider does attend the event with the recipient, the availability of such experiences can inappropriately influence business relationships if excessive or lavish. Business hospitality and entertainment is **REQUIRED** to be reasonable and proportionate given the parties involved. Business hospitality and entertainment **SHOULD** never improperly influence, or ever appear to improperly influence, FIS' business relationships.

Unacceptable Business Gifts, Hospitality, and Entertainment

Employees and contractors **MUST NOT** provide or accept any Business Gift, favor, business courtesy, or entertainment that **MAY** create a feeling of obligation, compromise their judgment, or that **MAY** lend the appearance of trying to influence the recipient. The following are examples of unacceptable Business Gifts, hospitality, and entertainment.

- Cash
- Cash equivalents, such as gift cards, stored value cards, vouchers, gift certificates and pre-paid gas cards
- Items or entertainment of any kind that is illegal in the location where provided
- loans, stocks, stock options or gifts of any type redeemable for cash (for example, gift checks)
- Items or entertainment that could reflect negatively on the Company's reputation or an employee's or contractor's reputation
- Gifts or entertainment that is unsavory, sexually oriented or otherwise violates Company policies
- Business meals or business functions at establishments featuring sexually suggestive or otherwise inappropriate entertainment
- Any gift or activity that employees and contractors know would cause the person giving or receiving the gift or entertainment to violate their own employer's standards

The Company has a zero-tolerance policy for giving or receiving Business Gifts and entertainment when any question exists that the purpose is to improperly influence the recipient, violate the Company's policies, or violate the law. Even where employees or contractors believe that individual Business Gifts or hospitalities comply with the provisions of this Standard, they **SHOULD NOT** repeatedly give or receive Business Gifts or entertainment, especially in excess, to or from a single client, vendor or source of business referrals.

01.02.04.03 Receiving Business Gifts, Hospitality, or Entertainment

Employees and contractors **MUST NOT** solicit business courtesies. Employees and contractors **MAY** accept **unsolicited meals, refreshments, and tickets** to cultural and sporting events provided that they attend such events with existing or prospective suppliers or clients and such attendance at these types of events is only occasional. If the aggregate value of the event exceeds the equivalent of \$75.00 USD employees and contractors **MUST** register their receipt through the FIS Gifts and Entertainment Registry found on FIS & me on the [Code of Business Conduct and Ethics webpage](#).

When accepting such **unsolicited business courtesies**, employees and contractors **SHOULD** also be confident that their acceptance will foster goodwill and the ensuing benefit of a successful business relationship. Be certain that under the circumstances:

- the entertainment is not lavish
- that the entertainment or hospitality is not included in the definition of Unacceptable Business Gifts, Entertainment and Hospitality above
- and that an employee's or contractor's acceptance or participation in attending such events is not part of an actual or perceived pattern of frequently accepting courtesies from the same entities or persons.

A general rule of thumb is that employees and contractors **SHOULD** be comfortable discussing the hospitality or entertainment with their manager or in disclosing the entertainment to the public if **REQUIRED**.

Employees and contractors are also permitted to accept **unsolicited Business Gifts** from existing or prospective suppliers or clients within certain limits. Provided that the Business Gift offered is not included in the definition of Unacceptable Business Gifts, Entertainment or Hospitality provided above, it **MAY** be accepted so long as either:

- i. the Business Gift, entertainment or hospitality offered is valued at less than the equivalent of \$75.00 USD, or
- ii. if more than \$75.00 USD, preapproval to accept or retain the Business Gift, entertainment or hospitality has been documented by submission through the FIS Gifts and Entertainment Registry found on the Company's intranet (FIS & me).

Contact FIS Corporate Compliance for further guidance via e-mail at: corporatecompliance@fisglobal.com.

The same rules set forth in this Standard for the acceptance of Business Gifts by employees and contractors also apply to acceptance of a **Business Gift for the benefit of any specific group or department at FIS**. Groups and departments of FIS are prohibited from soliciting Business Gifts from any person or entity doing business with or seeking to do business with FIS. And the same monetary limits, registration and approval requirements apply with respect to receipt of a Business Gift by an FIS group or department. For example, it is prohibited to accept a Business Gift from a vendor valued over the nominal limit of \$75.00 USD (without prior approval and documentation discussed below) for a departmental party or event. This would include even when the Business Gift is to be included as a prize for distribution at that party or event.

There are some situations where refusal of a Business Gift would be a cultural insult to the person offering it or cause professional embarrassment. This is particularly true when an employee or contractor is a guest in another country and the Business Gift is something from that country offered as part of a public occasion. In these cases, the best practice is to discuss the FIS policy with government officials or vendors prior to the meeting. In the event an employee or contractor feels compelled to accept a Business Gift on behalf of the Company that would not be permitted under this Standard without preapproval, they **MUST** report it to their manager and turn it over to the Company immediately.

01.02.04.04 Giving Business Gifts, Hospitality, or Entertainment to Persons Not Government Officials

For the giving of Business Gifts, hospitality, or entertainment on behalf of FIS to any person who **MAY** be considered a government official, see the next section of this Standard entitled Giving Business Gifts, Hospitality, or Entertainment to Government Officials. Remember the term government official includes employees of government owned or controlled companies, even if they are operated as a commercial business.

Do not provide any Business Gifts, hospitality or entertainment included in the definition of Unacceptable Business Gifts, Hospitality, and Entertainment above under any circumstances.

Entertainment and hospitality that are not included above as unacceptable **MAY** be provided on behalf of FIS to persons who are not government officials so long as they are reasonable, proportionate given the parties involved and not lavish. Business hospitality and entertainment **SHOULD** never improperly influence, or ever appear to improperly influence, FIS' business relationships. If an employee or contractor has any question on whether the entertainment or hospitality they are planning will be considered excessive or inappropriate in violation of this Standard, contact FIS Corporate Compliance for further guidance via e-mail at: corporatecompliance@fisglobal.com.

Business Gifts that are not included in the definition above as unacceptable **MAY** be provided on behalf of FIS to persons who are not government officials if:

- i. they are of nominal value not exceeding the equivalent of \$75.00 USD, or
- ii. the value is greater than the equivalent of \$75.00 USD but preapproval has been obtained by submission through the FIS Gifts and Entertainment Registry found on the Company's intranet (FIS & me).

The information and request for approval **MUST** be entered into the Registry for review and the approval received before an employee or contractor offers any Business Gift that exceeds the equivalent of \$75.00 USD in value. Contact FIS Corporate Compliance for further guidance via e-mail at: corporatecompliance@fisglobal.com.

01.02.04.05 Giving Business Gifts, Hospitality or Entertainment to Government Officials

Extra care and caution **MUST** be taken when dealing with government employees and officials.

In the case of offering or providing **Business Gifts, hospitality or entertainment to a government official**, such entertainment **MAY** only be provided in connection with a bona fide business purpose and **MUST** be limited to reasonable expenditures that are directly related to that business purpose. No employees or contractors **MAY** offer or provide Business Gifts, hospitality or entertainment of a lavish nature to any government official. Moreover, no employees or contractors **MAY** offer any Business Gift, hospitality or entertainment to a government official with the intent of attempting to influence official behavior or that might otherwise create an appearance of impropriety. When dealing with a government official, employees and contractors **MUST** disclose in the FIS Gifts and Entertainment Registry any proposed type of offering including, but not limited to, meals, entertainment, travel, accommodations or Business Gifts for review regardless of the value. The information and request for approval **MUST** be entered into the Registry for review, and the approval received, before employees or contractors offer any Business Gift, entertainment or hospitality to a government official. Contact FIS Corporate Compliance for further guidance via e-mail at: corporatecompliance@fisglobal.com.

The only exception to the mandatory registration requirement is for certain Business Gifts, hospitality, and entertainment provided to government officials of **China**. When "designated employees" of FIS China provide Business Gifts, hospitality and entertainment to government officials of China strictly in accordance with the established pre-approved limits, then the Business Gift, entertainment or hospitality does not need to be registered in the FIS Gifts and Entertainment Registry. Such pre-approved limits are set forth in the FIS China Entertainment and Marketing Expenses Guideline.

Please note, all requests for sponsorships or contributions for political-related activities or organizations **MUST** be entered into the FIS Gifts and Entertainment Registry for review and approval. FIS Corporate Compliance in conjunction with the FIS Government Relations Team SHALL determine if such political-related activities or trade association memberships align to FIS interests. For additional information on sponsorships or contributions for political-related activities or organizations, please review the [FIS Political Activities Policy](#) found FIS & me.

01.02.04.06 Incentives, Prizes and Contests

Sometimes vendors **or clients run contests or provide door prizes at their events**. Whether or not an employee or contractor **MAY** accept such prizes depends on the facts and circumstances. Considerations include factors such as the value of the prize, the method for determining the winner, and the employee's or contractor's relationship to the vendor or client, which also includes the employee's or contractor's ability to influence decisions relating to that vendor or client. If an employee or contractor wins or otherwise receive such a prize it **MUST** be treated as a Business Gift for purposes of this Standard, including the registration and approval requirements for Business Gifts received. Please contact corporatecompliance@fisglobal.com with any questions.

FIS occasionally offers internal prizes, incentives, or awards to employees and contractors that are purchased with company funds. Some of these prizes, incentives, or awards **MAY** be subject to local or federal taxes for which the employee or contractor is responsible, and the employee or contractor **MAY** be **REQUIRED** to fill out and submit an Employee Gift, Prize, or Award Reporting Form. Please see the [Employee Gifts, Prizes, and Awards Policy](#), found on FIS & me, for further details.

01.02.04.07 Conflicts of Interest

Employment by the Company carries with it a responsibility to be constantly aware of the importance of ethical conduct. Business Gifts or entertainment that compromise or even appear to compromise the Company's ability to make objective and fair business decisions are inappropriate and, in severe cases, **MAY** be viewed as commercial bribery, putting FIS and its employee and contractors at risk. Employees and contractors **MUST** refrain from taking part in, or exerting influence in, any transaction in which their own interests **MAY** conflict with the best interests of the Company. **No employee or contractors MAY engage in any business transaction on behalf of the Company with a firm in which there is a relationship with a principal, officer or representative, or supervise directly or indirectly anyone that is a relative by blood, marriage, or close personal relationship.** For questions regarding a relationship, contact Corporate Compliance at corporatecompliance@fisglobal.com and submit a conflict of interest form.

Inappropriate or excessive Business Gifts and gratuities **MAY** create conflicts of interest, violate laws and regulations and **MAY** also violate FIS policies and standards. Conflicts of interest occur if an exchange of Business Gifts or gratuities can reasonably be perceived as an inducement to secure preferential treatment. All FIS employees and contractors are **REQUIRED** to strictly abide by policy, standards, and guidelines concerning conflicts of interest. The Conflicts of Interest Standard is contained within the [FIS Code of Business Conduct and Ethics](#) found on FIS & me. Please submit conflicts of interest situations for review into the Conflicts of Interest Registry found on the [Corporate Compliance page](#) on FIS & me.

01.02.04.08 Designated Board Members and Senior Executive Management Discretion or Exceptions

Designated FIS Board Members or Senior Executives **MAY** authorize an exception to the current Standard with the approval of the Chief Compliance and Customer Advocacy Officer (or their designee). This exception **MAY** mean approval for giving or receiving higher-value Business Gifts and business amenities provided that the Business Gifts and business amenities are not prohibited by law or known client, business partner or supplier business practices. However, Business Gifts above \$250.00 USD threshold will not generally be approved. The Chief Compliance and Customer Advocacy Officer will review and approve any such exception(s) on behalf of the designated senior executive. Consideration by the Chief Compliance and Customer Advocacy Officer will be given to several factors, including the importance of client relationships that are particularly vital to FIS operations, the success of the client relationship and the seniority levels of the beneficiary or recipient of the Business Gift.

Business Gifts greater than \$75.00 USD received by employees or contractors from business partners and service providers are more likely to be perceived as a potentially improper attempt to influence FIS decision-making. This is why all Business Gifts valued above the equivalent of \$75.00 USD are **REQUIRED** to be disclosed through the FIS Gifts and Entertainment Registry found on FIS & me. Contact FIS Corporate Compliance for further guidance via e-mail at: corporatecompliance@fisglobal.com.

01.02.04.09 Gifts and Entertainment Registry

As a method for employees and contractors to self-disclose any business courtesies they **MAY** have received and/or seek to provide to vendors, suppliers, clients, etc., FIS provides the FIS Gifts and Entertainment Registry, which can be found on FIS & me under the Corporate Compliance section, specifically listed on the [FIS Code of Conduct & Ethics webpage](#). The intent of the FIS Gifts and Entertainment Registry is to aid in reducing the risk of bribery across the enterprise, and to consistently capture potential violations for review and investigative follow up.

When to Disclose Business Gifts, Hospitality and Entertainment:

- An employee or contractor proposes to offer or give a **Business Gift** to a business contact who is not a government official that exceeds the value in this Standard of \$75.00 USD.
- Any time an employee or contractor is considering or proposing to offer or give a **government official anything, regardless of form or value (this means even below \$75.00 USD)**, prior to making the offer or giving the item.
 - The only exception to that mandatory registration requirement is for certain Business Gifts, hospitality, and entertainment provided to government officials of **China**. When “designated employees” of FIS China provide Business Gifts, hospitality and entertainment to government officials of China strictly in accordance with the established pre-approved limits, then the Business Gift, entertainment or hospitality does not need to be registered in the FIS Gifts and Entertainment Registry. Such pre-approved limits are set forth in the FIS China Entertainment and Marketing Expenses Guideline.
- An employee or contractor is offered an **item, meal, or entertainment** that exceeds in value the equivalent of \$75.00 USD.

Employees and contractors are **REQUIRED** to disclose the Business Gifts they propose to give or that they receive valued above \$75.00 by entering the Business Gift information into the FIS Gifts and Entertainment Registry for review and approval by Corporate Compliance. *NOTE: All Business Gifts, entertainment and hospitality that involve government officials **MUST** all be submitted regardless of value.*

01.02.04.10 Business Gift Returns

If an employee or contractor is offered a Business Gift that exceeds the limits set forth in this Standard and that has not been approved as an exception to the Standard, they **MAY**:

- Return the Business Gift with a polite explanation that Company policy does not permit them to accept such Business Gifts; or
- Give the Business Gift to the Company, so that the Business Gift can either be donated to a charity or otherwise disposed of.

To assist employees and contractors in returning a Business Gift, please refer to our Business Gift Return Letter Template below. This letter template **MAY** be modified, if necessary, depending upon the particular circumstances. If the letter is edited or changed in any way from the template at the end of this Standard, an employee or contractor **MUST** seek approval for such edits from Corporate Compliance prior to sending.

If neither of the options listed above seem appropriate for specific circumstances, an employee or contractor **SHOULD** contact Corporate Compliance for assistance via corporatecompliance@fisglobal.com.

01.02.04.11 APPENDIX

BUSINESS GIFT RETURN LETTER TEMPLATE

Date

Name of Gift Giver

Company

Address

City, State, Zip Code

Dear [*Gift Giver*]:

Thank you for your well-intentioned gesture of giving me [*enter name of gift here*].

While we appreciate your thoughtfulness, I will have to respectfully decline your gift at this time as it exceeds the terms described in our Gift and Entertainment Standard. Please be advised that under the FIS Anti-Bribery and Anti-Corruption (FABAC) Policy and our Code of Business Conduct, FIS employees are **REQUIRED** to adhere to the FIS Standard. Our Standard advises FIS employees when it is appropriate to accept, directly or indirectly, certain business gifts, entertainment, services, or any other consideration of any kind from a vendor / client / supplier that exceed the maximum threshold of \$75.00 USD. Please share this threshold with your staff.

If you have any questions or concerns, feel free to contact our corporate compliance office via e-mail at corporatecompliance@fisglobal.com.

Sincerely,

[*Print Name*]

Title, Company

All FIS employees, contractors, and applicable third parties are required to adhere to established policies and standards. Violation of FIS policies and/or standards may result in disciplinary action, up to and including termination. Any suspected violation of an FIS policy or standard should be reported to either a management representative or the FIS Chief Compliance Officer (CorporateCompliance@fisglobal.com). Violations may also be reported, with the option of remaining anonymous (with certain exceptions in some European countries, using the FIS Ethics Helpline Web site (www.fnisethics.com) or the FIS Ethics Helpline telephonically. FIS does not tolerate any retaliation against anyone who, in good faith, reports a violation of FIS policy or law or cooperates with an investigation. Use the link (https://rmis.fnfis.com/fsirt_archer/) to report a potential security incident. For urgent or critical security incidents, you should call +1.414.357.FSIRT (3747) (U.S. and International).